

TOM GREEN COUNTY, TEXAS

REQUEST FOR BID

**BULK FUELS
(RFB) 22-018**



Prepared By:

Tom Green County Auditor
113 West Beauregard
San Angelo, Texas 76903
Phone 325-659-6500
purchasing@co.tom-green.tx.us

Release Date: March 8, 2022

Due Date: March 30, 2022

RFB# 22-018

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INTRODUCTION

This RFB is provided by Tom Green County (the County) for the purpose of soliciting bids from prospective vendor(s) to provide “FUEL” that meets the standards specified in this RFB. The quantities are estimates and may vary. Tom Green County does not guarantee that the estimated amounts will be purchased under this quantity.

These are the only approved instructions for use on your bid. Items contained herein apply to and become a part of Terms and Conditions of the bid. Any exceptions thereto must be in writing.

Tom Green County reserves the right to reject any bid which: fails to meet the mandatory requirements as stated; does not comply with the specification requirements of the RFB; or exceeds budgetary expectations.

SCHEDULE

Issue RFP	March 8, 2022
Written Inquiries must be received by	March 16, 2022
Responses to inquiries by	March 22, 2022
Bids Due	March 30, 2022

Please be sure to submit all required forms and documentation.

***SUBMISSION AFFIDAVIT MUST BE SIGNED, NOTORIZED, AND INCLUDED WITH BID. FAILURE TO INCLUDE WILL DISQUALIFY SUBMISSION.**

Questions concerning this RFP should be directed in writing to **Tom Green County Auditor’s Office, Dustin Klein**. Email to purchasing@co.tom-green.tx.us

*Any catalog, brand name or manufacturer’s reference used in a proposal invitation is descriptive-NOT restrictive-it is used only to indicate type and quality desired. Proposals on brand of like nature and quality will be considered. If the proposal is based on other than the reference specifications, the proposal must show the manufacturer, brand or trade name, lot number, etc., of the article offered. If other than the brands(s) specified is offered, illustrations and complete descriptions should be made part of the proposal. If the offeror takes no exception to specifications or reference data, he/she will be required to furnish brand names, numbers, etc. as specified.

PRODUCT / PROJECT DETAILS

- The scope of product(s) requested in this RFB includes the items listed below:
 - Delivery of “bulk” unleaded gasoline
 - Delivery of “bulk” clear diesel
 - Delivery of “bulk” fuels to locations identified below:
 - County Detention Facility: 4382 N. Hwy 277, San Angelo, Texas *(will need a minimum of 50-60’ of hose to reach tank)
 - Wall Yard located: 7393 FM 2334, Wall, Texas
 - Carlsbad Yard located: 10929 Angelo, Carlsbad, Texas
 - TGC Annex: 124 W. Beauregard Ave, San Angelo, Texas
 - Justice Center: 122 W. Harris, San Angelo, Texas
 - CSCD: 3020 N. Bryant, San Angelo, Texas
 - All tanks are above ground.
 - Delivery times are Monday – Friday 8am-5pm and are arranged at time of order.
 - Emergency delivery times may be necessary other than specified above or on weekends.
 - All bids must include copy of the manufactures content specifications per fuel type.
 - Any additive used must be identified by brand or trade name and manufacturer’s specifications with bid. Up to ten percent (10%) ethanol blend (gasoline) and up to five percent (5%) Biodiesel (Diesel Fuels) will be considered acceptable.
 - Rack pricing refers to Opis Daily Average, vendor shall make available daily rack pricing to verify delivery pricing.

Natural Disaster or Emergency Situation

In the event of a Natural Disaster or Emergency Situation, awarded bidder will escalate Tom Green County to a Priority One level for fuel deliveries and will make deliveries as needed, required and requested, 24/7, to the best of their capabilities and available resources, equipment and manpower.

Questions concerning this RFB should be directed in writing to **Tom Green County Auditor’s Office, Dustin Klein**. Email to purchasing@co.tom-green.tx.us

REQUEST FOR BID

1. BID SUBMISSION

PROVIDE ONE (1) ORIGINAL (SIGNED IN INK) AND ONE (1) COPY OF YOUR BID (ORIGINAL SIGNED IN INK AND ALL SEALED IN A MARKED ENVELOPE) TO:

TOM GREEN COUNTY AUDITOR

113 WEST BEAUREGARD

SAN ANGELO, TEXAS 76903-5887

325-659-6500

Sealed BIDs shall be received no later than:

2:00 p.m. Wednesday, March 30, 2022

And will be publicly opened in the County Auditor's Conference Room

113 W. Beauregard Ave., San Angelo, Texas

At 2:05 p.m.

MARK THE OUTSIDE OF EACH ENVELOPE:

"RFB #22-018"

If offeror does not wish to submit an offer at this time but desires to remain on the list for this service, please submit a "NO OFFER" by the same time and at the same location as stated above. If response is not received for three consecutive RFBs, offeror shall be removed from list. If however, you choose to "NO OFFER" this service and wish to remain on list for other services, please state the particular service under which you wish to be classified.

Tom Green County is always very conscious and extremely appreciative of the time and effort you must expend to submit an offer. We would appreciate your indicating on any "NO OFFER" response, the requirements of this RFB which may have influenced your decision to "NO OFFER".

2. LATE BIDS

BIDs received after the submission deadline will be considered void and unacceptable and they will be returned unopened to the bidder. Bidder should allow sufficient mailing time to ensure the timely receipt of their bid or bids may also be hand delivered prior to deadline. Tom Green County is not responsible for lateness of mail, carrier, etc., and time/date recorded by the County Auditor's Office shall be the official time of receipt.

3. ALTERING BIDS

Any interlineations, alteration, or erasure made to the BID must be initialed by the signer of the BID prior to receiving time, guaranteeing authenticity.

4. WITHDRAWAL OF BID

A BID may not be withdrawn or cancelled by the offeror for a period of ninety (90) days following the date designated for the receipt of BID, without prior approval by the Commissioners Court based on a written acceptable reason. Offeror so agrees upon submittal of their BID.

5. BID OPENING

BIDs will be received and publicly opened and read aloud at the location, date, and time stated above. Offerors, their representatives and interested persons may be present.

NOTE: All BIDs shall be open for public inspection after public opening, except for trade secrets and confidential information contained in the BID so identified by offeror as such. Confidential information must be on a separate page and each page clearly marked as such.

6. AWARD OF BIDS

The County reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award to the lowest responsible bidder, as determined to be in the best interest of Tom Green County. Tom Green County reserves the right to award by item or by total bid. Prices should be itemized. Receipt of any bid shall under no circumstances obligate Tom Green County to accept the lowest bid.

LOWEST AND BEST BID – All bids will be awarded to the lowest and best bidder. The determination of the lowest and best bid by the Commissioners Court may involve all or some of the following factors: price, conformity to specifications, financial responsibility to meet the contract, previous performance, facilities and equipment, availability of repair parts, response to service needs, experience, delivery promise, terms of payment, compatibility as required, other cost, and other objectives and accountable factors.

7. FORMATION OF CONTRACT

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

8. CONTRACT TERM

Contract will be from April 10, 2022 through April 9, 2023, with four (4) optional one year renewals. Each optional year will require both parties consent and Tom Green County's Commissioner's Court approval for renewal.

9. REFERENCES

Offeror shall supply with this bid a list of at least three (3) references where like services and/or products are provided in the public sector. Include name of entity, address, telephone number and name of representative. **Note:** See Exhibit A – Vendor Reference Form.

10. INSURANCE

The contractor shall provide Worker's Compensation coverage. The contractor shall provide Comprehensive General (Public) Liability Insurance of \$1,000,000 (combined single limit for bodily injury and property damage) to include (but not limited to) premises/operation, independent contractors, personal injury, products/completed operations and contractual liability. Comprehensive Automobile Liability insurance for owned/leased vehicles, non-owned vehicles or hired cars shall be provided in the minimum amount of \$1,000,000 (combined single limit for bodily injury and property damage.) **The contractor shall provide the County with certificates of insurance evidencing the required insurances within 10 calendar days of the Notice of Award.** The contractor further agrees that with respect to the above required insurances, the County shall be named as an additional insured as its interest may appear; be provided with a waiver of subrogation; and be provided with thirty (30) days advance notice in writing, of cancellation or material change.

11. TERMINATION

The obligation to provide further service under the terms of the resulting agreement may be terminated by the either party upon sixty (60) days written notice. Tom Green County reserves the right to terminate upon breach of contract as allowed by law.

12. SEVERABILITY

If any part of this bid is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

13. DUTY OF VENDOR

In order for bids to be compared on an identical basis, it is necessary that all portions of the document, including requests for specific information about, services, reference forms and general information regarding the vendor be completed and adhered to.

14. PERFORMANCE OF CONTRACT

The contractor shall perform all work in a superior workmanlike manner and products shall be delivered in the condition requested, to the satisfaction of the Tom Green County Commissioners Court or designated representatives.

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to County's approval. Unsatisfactory material will be returned at Seller's expense.

Tom Green County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

15. CAVEAT

Although every effort has been made to provide accurate and up-to-date information, companies interested in supplying bids should contact the County Auditor with any questions you may have (see "Introduction").

16. VARIATION IN QUANTITY

The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

17. NON-EXCLUSIVE CONTRACT

It is expressly understood and agreed that in case Tom Green County should need any item(s) not available from the successful vendor during the term of this contract within the time frame requested, Tom Green County reserves the right to purchase these items from other than the successful vendor. This shall not be in violation of any terms or conditions of this contract. Further, Tom Green County reserves the right to purchase from or seek another vendor if, at any time, the vendor's prices do not conform to public pricing.

18. REQUIREMENTS OF SPECIFICATIONS

Each offeror shall be held to have examined the requirements of the RFB under consideration and confirm he fully understands the RFB and the County's needs and satisfies himself that he is cognizant of all factors relating to requirements contained in the RFB.

19. SILENCE OF SPECIFICATIONS

The apparent silence of the RFB as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the RFB shall be made on the basis of this statement.

20. CONFLICT OF INTEREST

No public official shall have interest in a contract, which results from this RFB, in accordance with Vernon's Texas Codes Annotated Local Government Code Title 5, Subtitled C, Chapter 171.

21. CONFIDENTIALITY

All information disclosed by Tom Green County to successful offeror for the purpose of the work to be done or information that comes to the attention of the successful offeror during the course of performing such work is to be kept strictly confidential.

22. ADDENDA

Only questions regarding clarification of instructions may be handled verbally. Any interpretations, corrections or changes to this RFB will be made by addenda. Sole issuing authority of addenda shall be vested in the Tom Green County Auditor. Any addendum will be posted on the County's Bid Opportunities web page. Notifications are sent via email from Vendor Registry to those companies registered as vendors with Tom Green County for the listed commodities. Bidders are responsible for ensuring that a correct email address is listed in the County's vendor database at <https://vrapp.vendorregistry.com/Vendor/Register/Index/tom-green-county-purchasing-dept-tx-vendor-registration>. It is the responsibility of the Bidder to ensure that all addenda are received and included with their submission. Failure to submit all signed addenda may result in bid being considered non-responsive.

23. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing.

24. ASSIGNMENT

The successful offeror shall not sell, assign, transfer or convey any contract resulting from this RFB, in whole or in part, without the prior written consent of the Tom Green County Commissioners Court.

25. VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Tom Green County, Texas.

26. SUBMITTAL OF CONFIDENTIAL MATERIAL

Any BID material that is to be considered as confidential in nature must be on a separate page and clearly marked as such by the proposer and will be treated as confidential by Tom Green County to the extent allowed by law.

27. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS

A prospective offeror must affirmatively demonstrate their responsibility and ability to meet the following requirements:

1. Has adequate financial resources, or the ability to obtain such resources as required;
2. Have a satisfactory record of performance;
3. Have a satisfactory record of integrity and ethics;
4. Be otherwise qualified and eligible to receive an award.

Tom Green County may request representation and other information sufficient to determine the offeror's ability to meet these minimum standards listed above.

28. INDEMNIFICATION

By entering into this contract, the successful bidder agrees to defend, indemnify and hold harmless Tom Green County and all its officers, agents, and employees from all suits, causes of actions, or other claims of any character, name and description brought for or on account of any injuries of damages received or sustained by any person, persons, or property on account of any breach, negligent act or fault of the successful offeror, or of any agent, employee, subcontractor, invitee or supplier in the execution of, or performance under, any contract which may result from BID award. Successful offeror shall pay judgments with costs, including attorney fees, expenses and costs of court, which may be obtained, against Tom Green County growing out of such injury or damages.

29. WARRANTY

The Vendor shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of Tom Green County. The bidder warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by the bidder, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

SAFETY WARRANTY: The vendor warrants that the product sold to the County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the vendor's expense. In the event the vendor fails to make the appropriate correction within a reasonable time, the correction made by the County will

be at the vendor's expense.

30. SALES TAX

Tom Green County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the BID price shall not include such taxes.

31. DELIVERY

Bid cost shall be F.O.B. Destination. If otherwise, show the exact cost to deliver by unit price, extend and show total. Actual costs will be based on quantities delivered.

If a delay is foreseen, the contractor shall give written notice to the County Auditor. The County has the right to extend the delivery date if the reason(s) appear valid. The Contractor must keep the County advised at all times on the order status. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge full increase in cost and handling to the defaulting contractor.

32. TITLE AND RISK OF LOSS

The title and risk of loss of goods shall not pass to the County until the County actually receives and takes possession of the goods at the point or points of delivery.

33. DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the highest standards of engineering practices and/or professional services.

34. PATENTS/COPYRIGHTS

The successful offeror agrees to protect Tom Green County from claims involving infringements of patents and/or copyrights.

35. INVOICES AND POINT OF CONTACT AFTER RFB IS AWARDED

Invoices shall be mailed directly to:

Dianna Spieker
Tom Green County Treasurer
113 W. Beauregard
San Angelo, Texas 76903

The invoices shall show:

1. Name and address of successful offeror;
2. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time (billed on a monthly basis)

36. PAYMENT

Payment will be made upon receipt and acceptance by the County of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful offeror is required to pay subcontractors within ten (10) days.

37. FUNDING

Funds for payment have been provided through the Tom Green County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Tom Green County fiscal year shall be subject to budget approval.

In the event funds do not become available, the contract may be terminated or the scope amended. There shall be neither penalty nor any additional charges incurred by the County. The bidder, in accepting the contract, agrees that the County shall not be liable for damages in the event that the contract is terminated due to a lack of funding.

38. DISCOUNTS

Discounts for prompt payment offered may be taken into consideration during the bid evaluation. Terms of payment offered will be reflected in the space provided on the bid form. All terms of payment (cash discount) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.

39. DEBARMENT

Bidder certifies that at the time of submission of its bid, Bidder was not on the federal government's list of suspended, ineligible or debarred contractors and that Bidder has not been placed on this list between the time of its bid submission and the time of execution of the Contract. If Bidder is placed on this list during the term of the Contract, Bidder shall notify the Tom Green County Auditor. False certification or failure to notify may result in termination of the Contract for default.

In accordance with Texas Local Government Code Chapter 154.045, if a seller is found to be indebted to Tom Green County by manner of delinquent taxes, fines, fees, or indebtedness arising from other written agreements, then Tom Green County may offset payments under a contract to satisfy the outstanding debt and no payments will be made until the debt is paid in full.

40. CONFLICTS BETWEEN REQUEST FOR BID AND BID

Should a conflict arise between the terms and provisions of this RFB and the BID of the vendor, the terms and provisions of this RFB will prevail.

41. COMPLIANCE

All bidders will comply with all Federal, State and local laws relative to conducting business in Tom Green County including, but not limited to licensing, labor and health laws. The laws of the State of Texas will govern as to the interpretation, validity and effect of this bid, its award, and any contract entered into.

42. DISCRIMINATION

During the performance of this contract, the successful bidder agrees as follows:

a. The successful bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The successful bidder will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. The successful bidder will, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. The successful bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the successful bidder's commitments under this section.

43. CONFLICT OF INTEREST QUESTIONNAIRE (CIQ):

Chapter 176 of the Texas Local Government Code requires that any proposer or person considering doing business with a local government entity disclose in the Conflict of Interest Questionnaire the proposer's or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. If applicable, this questionnaire, by law, must be filed with the records administrator of Tom Green County within seven (7) days of notice of potential award or within seven (7) days after submitting a bid response. Additionally, a new form must be filed no later than the seventh (7th) business day after the person becomes aware of the facts that require the statement to be filed. The form can be found online at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm. By submitting a response to this proposal, the offeror represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. If required, send completed forms to the Tom Green County Clerk's Office located at 124 West Beauregard Avenue, San Angelo, Texas 76903.

44. HB 1295

Bidder must complete a form 1295 filing, disclosure of interested parties, on the Texas Ethics Commission website. <https://www.ethics.state.tx.us/tec/1295-Info.htm> This filing shall be completed with the RFB, and prior to the issuance of any notice to proceed. For form item# 3 use "RFB 22-018".

45. VENDOR RESTRICTIONS REGARDING BOYCOTTS OF ISRAEL

Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

46. TEXAS STEEL RESOLUTION

On February 21, 2017 Tom Green County Commissioner's Court passed the Tom Green County Texas Steel Resolution stating that "The Tom Green County Commissioners Court believes domestic iron and steel should be given preference in all local projects over foreign imports to support a strong, sustainable Texas Iron and Steel Industry and to ensure the use of high quality products in our public works projects".

SPECIAL REQUIREMENTS

Pricing

Invoicing of gallons shall be from the manifested **temperature adjusted/net gallons**

Product Specifications

1. Fuels supplied on this contract shall meet or exceed octane levels as specified.
2. Successful bidder may be required to furnish refinery analysis sheets on the transport of fuel.
3. Tom Green County reserves the right to have products tested by laboratory, and at its option cancel the contract at any time if the minimum specifications are not met.

Ordering Information

Items included in this contract may be ordered by phone or fax if requested. Designated Tom Green County representatives may order on an “as needed” basis.

Delivery

1. Delivery shall be made at the stated delivery location/ and time agreed upon by the person placing the order and the bidder.
2. Tom Green County reserves the right to procure the product from the next lowest bidder, if product is not available or if specified delivery time cannot be met. It is also Tom Green County’s right to bill the bidder for the difference between the contracted prices as a penalty for the inability to deliver product.

Spillage and Cleanup

The Vendor shall be responsible for all spillage which may occur during transit and unloading operations. The vendor shall immediately report any spillage to the office that ordered the fuel, report to the governing State agency and cleanup as required by State and/or Federal regulations.

Estimated Usage

* Estimated usage does not guarantee purchase as quantities are subject to change, materials are used throughout the year and are ordered on an as needed basis.

** Detention Facility will need a minimum of 50-60' of hose to reach the tank from pavement.

<u>Location</u>	<u>Type</u>	<u>Annual Usage/Gallons</u>	<u>Gallon per Delivery</u>	<u>Tank Size</u>	<u>Accessibility</u>
Carlsbad Yard	Diesel	50,000	3,000	4,000	Transport
Carlsbad Yard	Gasoline	15,000	3,000	4,000	Transport
Wall Yard	Diesel	40,000	4,000	4,000	Transport
Wall Yard	Gasoline	15,000	4,000	4,000	Transport
Detention Facility	Diesel	As needed	As needed	3,721	Transport w/ Hose
Annex	Diesel	As needed	As needed	200	Bobtail
CSCD	Diesel	As needed	As needed	375	Bobtail
Justice Center	Diesel	As needed	As needed	240	Bobtail
Justice Center	Diesel	As needed	As needed	583	Bobtail

Checklist for Certifications and Documentation:

- ____ References
- ____ Vendor Compliance Form Certifications
- ____ Conflict of Interest Form (Filed if applicable)
- ____ Texas Ethics Commission Form 1295
- ____ Submission Affidavit

***SUBMISSION AFFIDAVIT MUST BE SIGNED, NOTORIZED, AND INCLUDED WITH BID. FAILURE TO INCLUDE WILL DISQUALIFY SUBMISSION.**

EXHIBIT A

VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

EXHIBIT B

VENDOR COMPLIANCE FORM CERTIFICATIONS

(Page 1 of 11)

INSURANCE

I, _____, as a duly authorized representative of _____,
(full name) (name of firm)

certify that evidence of required general liability, worker's compensation, and professional liability insurance for personnel assigned to the project and automobile insurance for any vehicles used for the project in the amounts in this RFB shall be provided to the issuer of this RFB within 10 calendar days of any Notice of Award.

Insurance Requirements:

Workers' Compensation – Statutory Amount

Employer's Liability - \$500,000.00

I furthermore certify that the company will provide workers' compensation insurance coverage for all "persons providing services on the project", including all entities for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commissioners' Division of Self-Insurance Regulation. Providing false or misleading information may subject the company to administrative penalties, criminal penalties, civil penalties or other civil actions. I hereby acknowledge that "persons providing services on the project" includes all persons or entities performing all or part of the services the company has undertaken to perform on the project, regardless of whether that person contracted directly with the company and regardless of whether that person has employees. This includes, without limitation, independent companies, contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity that furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor transportation, or other service related to the project. "Services" do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

I furthermore acknowledge that failure to comply with any of these provisions is a breach of contract by the company which entitles Tom Green County to declare the contract void if the company does not remedy the breach within ten days after receipt of notice of breach from Tom Green County.

Commercial General Liability

Personal injury and property damage:

\$1,000,000.00 combined single limit each occurrence and

\$2,000,000.00 aggregate

Business Automobile Liability for all vehicles

Bodily Injury and property damage:

\$1,000,000.00 combined single limit any one accident

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

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

CIVIL RIGHTS COMPLIANCE

1. Nondiscrimination

The Project Delivery Firm, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Project Delivery Firm shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

2. Solicitations for Subcontracts Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Project Delivery Firm for work to be performed under a subcontract including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Project Delivery Firm of its obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

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

☐ **YES**, I agree. ☐ **NO**, I do not agree.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

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

Please check (v) all that apply:

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

☐ **Minority Owned Business**

☐ **Women Owned Business**

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

Certification Number: _____

Name of Certifying Agency: _____

☐ My Company has **NOT** been certified as a HUB.

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

Initial: _____

RESIDENT/NONRESIDENT CERTIFICATION

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

Please check (v) one of the following:

☐ I certify that my company is a **Resident Proposer**.

☐ I certify that my company is a **Nonresident Proposer**.

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

_____	_____	
Company Name	Address	
_____	_____	_____
City	State	Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

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

Initial: _____

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), (3) or for any contract, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Bid/Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

☐ YES, I agree. ☐ NO, I do not agree.

Initial: _____

PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES

Section 2274.0101 and 2274.0102 Sec. 2274.0101. 1) "Company means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. 2) "Critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, and hazardous waste treatment system or water treatment facility. 3) "Cybersecurity" means the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access. 4) "Designated country" means a country designated by the governor as a threat to critical infrastructure under Section 2274.0103. Sec. 2274.0102.

PROHIBITED CONTRACTS. a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia or a designated country. (b) The prohibition described in Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on the public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify my company does not have any contracts with companies in China, Iran, North Korea, Russia or a designated country as described in Texas Government Code Section 2274.0101 and 2274.0102, or will provide immediate notification in writing of change of this status.

☐ YES, I agree. ☐ NO, I do not agree.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

☐ YES, I agree. ☐ NO, I do not agree.

Initial: _____

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When Tom Green County seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Bid or Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific County purchases using federal grant funds. See funding clause for source of funds.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the County will consider and may list the Vendor's response as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of the County to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the General Terms and Conditions, as well as all additional terms and conditions in issued Purchase Orders. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any County purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

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

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all County purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to County purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☐ YES, I agree. ☐ NO, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for County prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Prevailing wage determinations will be addressed in the bid/proposal documents.

Vendor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☐ YES, I agree. ☐ NO, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for County contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☐ YES, I agree. ☐ NO, I do not agree.

Initial: _____

6. Right to Inventions Made Under a Contract or Agreement:

If the County's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☐ YES, I agree. ☐ NO, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☐ YES, I agree. ☐ NO, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the County if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☐ YES, I agree. ☐ NO, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☐ YES, I agree. ☐ NO, I do not agree.

Initial: _____

10. Procurement of Recovered Materials:

For County purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as the County may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☐ YES, I agree. ☐ NO, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements when using federal funds. Vendor agrees to provide such information or certification as may reasonably be requested by the County regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☐ YES, I agree. ☐ NO, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by the County, Vendor agrees to provide such information or certification as may reasonably be requested by the County to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☐ YES, I agree. ☐ NO, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, the County may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by the County, Vendor agrees to provide information and negotiate regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the County shall not exceed the awarded pricing, including any applicable discount.

☐ YES, I agree. ☐ NO, I do not agree.

Initial: _____

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned certifies to the best of his/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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, including 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 of Lobbying Activities," 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 sub-contracts, 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, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$11,000 and not more than \$110,000 for each such failure.

Please check the appropriate box:

_____ No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

Or

_____ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this _____ day of _____, 20_____

By: _____
(Type or Print Name)

(Title of Executing Official)

(Signature of Executing Official)

(Name of Organization/Applicant)

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Vendor Certifications
 - Insurance /Workers Compensation
 - Subrecipient Institutional Information / SAM Registration
 - Civil Rights Compliance
 - Historically Underutilized Business Certification
 - Resident/Nonresident Certification
 - No Boycott Verification
 - Prohibition On Contracts With Certain Foreign-Owned Companies
 - No Excluded Nation Or Foreign Terrorist Organization Certification
- EDGAR Vendor Certification

Company Name

Signature of Authorized Company Official

Printed Name and Title

Date

EXHIBIT C

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<div style="border: 1px solid black; padding: 2px;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px; min-height: 100px;"> Date Received </div>
1	Name of vendor who has a business relationship with local governmental entity. <div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div>	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3	Name of local government officer about whom the information is being disclosed. <div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: center; font-size: small;">Name of Officer</div>	
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. <div style="margin-left: 40px;"> 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? <div style="display: flex; justify-content: space-around; width: 100%;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div style="margin-left: 40px; margin-top: 20px;"> 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? <div style="display: flex; justify-content: space-around; width: 100%;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>	
5	Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. 	
6	<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).	
7	<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: center; font-size: small;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 35%;"> <div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: center; font-size: small;">Date</div> </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.

EXHIBIT D

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																			
	2 Business name/disregarded entity name, if different from above																																																			
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: 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 not 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. <input type="checkbox"/> Other (see instructions) ► _____</div><div><input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</div></div>																																																			
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																			
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)																																																		
6 City, state, and ZIP code																																																				
7 List account number(s) here (optional)																																																				
Part I Taxpayer Identification Number (TIN)																																																				
<p>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 <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="10" style="text-align: center;">Social security number</td></tr><tr><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td></tr><tr><td colspan="10" style="text-align: center;">or</td></tr><tr><td colspan="10" style="text-align: center;">Employer identification number</td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>			Social security number																				or										Employer identification number																			
Social security number																																																				
or																																																				
Employer identification number																																																				
Part II Certification																																																				
<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none">The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); andI 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; andI am a U.S. citizen or other U.S. person (defined below); andThe FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>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.</p>																																																				
Sign Here	Signature of U.S. person ► _____	Date ► _____																																																		
General Instructions																																																				
<p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>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.</p> <p>Purpose of Form</p> <p>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.</p> <ul style="list-style-type: none">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) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>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.</i></p>																																																				
<small>Cat. No. 10231X</small>																																																				
<small>Form W-9 (Rev. 10-2018)</small>																																																				

EXHIBIT E

Cooperative Purchasing

COOPERATIVE PURCHASING: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply?

Please Check Y/N:

_____ Yes

_____ No

Governmental Entities utilizing Inter-Governmental Contracts with Tom Green County will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than Tom Green County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Tom Green County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their material/services as needed. (e.g. City of San Angelo, San Angelo ISD, etc.)

**SUBMISSION AFFIDAVIT
RFB 22-018 "Bulk Fuels"**

<u>Fuel Type</u>	<u>Applicable Tax per Gallon*</u>	<u>Mark-Up per Gallon**</u>	<u>Total addition to Rack Price</u>
Ultra Low Clear Diesel			
Regular 87 Octane Gasoline			

***Applicable Tax includes: LUST, Oil Spill, State Motor Fuel, Load Fee, etc.**

****Mark-Up per gallon will be the bidder's additional charges to rack pricing to cover administrative cost, freight, handling, Superfund, SARA, etc. and does NOT include rack price. Rack price is Opis Daily Average.**

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

STATE OF _____ COUNTY OF _____ BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn,

upon oath did depose and say;

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

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

Printed Name of Vendor

Company Name

Signature of Vendor

Title

Address of Vendor

_____/_____
Telephone Number / Fax Number

City, State, Zip

Email Address

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

Notary Public in and for the State of _____