

Montgomery County

Specification Download Acknowledgement



Invitation to Bid

BULK ROAD MATERIAL
VARIOUS DEPARTMENTS

Project # 18-62

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY EMAIL: purchasing@mctx.org

Vendor Responsibilities

- Vendors must download and complete any addenda
- Vendors must submit responses in accordance with requirements stated on cover of document
- Vendor must submit 1295 form with Bid/Proposal
Detailed information regarding 1295 can be found under item 49 in the attached Terms and Conditions.
Texas Ethics Commission website for 1295:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

For completing the 1295:

Contract ID: 2696

Description: Project 18-62

Montgomery County will not be responsible for inaccurate or incomplete specifications and/or addenda pertaining to any bid/proposal that is received electronically.

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

Email Address

Signature

Date



GILBERT D. JALOMO, JR., CPPB
OFFICE OF COUNTY PURCHASING AGENT
MONTGOMERY COUNTY

501 N. Thompson
Suite 405
Conroe, Texas 77301

936.539.7980
FAX: 936.760.6976
www.mctx.org

August 22, 2018

INVITATION TO BID

Sealed bids one (1) original and (1) copy will be received in the Office of the Montgomery County Purchasing Agent, Attn: Gilbert D. Jalomo, Jr., CPPB, 501 N. Thompson, Suite 405, Conroe, Texas 77301 until 2:00 p.m., September 12, 2018. Bids will be publicly opened and read aloud at 2:15 p.m. for the following:

18-62
BULK ROAD MATERIAL
VARIOUS DEPARTMENTS

Prospective vendors may obtain specifications from the Office of the Montgomery County Purchasing Agent located at 501 N. Thompson, Suite 405, Conroe, Texas 77301 any time after 8:00 a.m. on August 22, 2018. Specifications are also available via download at the Purchasing website: www.mctx.org.

All bids shall be submitted on the basis of unit pricing as provided in the bid specifications. Payment to successful bidder shall be net thirty (30) days after receipt of products, materials, services or invoices, whichever is later unless otherwise stated in specifications.

The right is reserved, as the interest of Montgomery County Commissioners' Court may require rejecting any one or all bids and to waive any informality in bids received. All bids received after the above designated closing time will be returned unopened.

Montgomery County is an Affirmative Action/Equal Opportunity Employer.

Vendors are responsible for monitoring the Purchasing Department website at www.mctx.org for any Addenda which may be issued.

For questions relating to the specifications or the submission of this proposal, contact Melanie Tadlock, Senior Buyer, via email: Melanie.Tadlock@mctx.org; or by calling 936.539.7975.

Sincerely,

Kelly Vidal, CPPB
Assistant County Purchasing Agent

KV/nw

MONTGOMERY COUNTY SPECIFICATIONS FOR BULK ROAD MATERIAL

SCOPE

It is the intent of Montgomery County to secure pricing and availability for bulk road materials to be utilized by various Montgomery County Precincts.

TERM OF CONTRACT

This contract will commence upon the award by Commissioners' Court or after the expiration date of the current contract and will expire one (1) year from that date. All pricing must be firm during the contract.

RENEWAL OPTION

Upon mutual agreement between Montgomery County and the Vendor, before the expiration date of the initial term of the contract, this contract may be renewed annually thereafter for up to **(4)** **Four** renewal periods. Renewal shall be subject to all terms, conditions, requirements, and specifications as listed herein, unless specifically noted and agreed to by both parties.

GENERAL REQUIREMENTS

Two sets (*1 original and 1 copy*) of the bid shall be submitted. Original bid shall be clearly marked "**ORIGINAL**" and contain all original signatures.

If quantities are listed, the quantities should be considered as approximate and based on the best available information. The vendor may not limit an order or shipment of an order with a "Minimum Dollar Amount or Quantity Amount." In reference to new product/service bids, quantity usage may be stated as one or more.

When "Extended Prices" and/or "Grand Total" are listed in the bid and there is an error in the mathematical calculations, the unit price shall govern for evaluation purposes.

Specifications may reference name brands and model numbers. It is not the intent of Montgomery County to limit or restrict bids, but to establish a desired level of quality, service, and performance.

The vendor will be responsible for damages to County property caused during the normal process of business associated with this contract.

Usage Report: Upon request, the vendor will provide a report of items purchased on this contract

at no charge to Montgomery County

If applicable, Safety Data Sheets must be furnished as required to comply with the law.

Pricing must be all inclusive, with no additional charges for shipping, handling, delivery or any other charge not specifically set out and agreed to by the County.

All standard Montgomery County Terms and Conditions apply unless stated otherwise.

All orders will be issued on an “AS NEEDED” basis.

Montgomery County does not guarantee an order.

If a bidder does not wish to bid at this time but wishes to remain on the bid list for this commodity, please submit a “NO BID” following the same procedures indicated for bidding.

It is the responsibility of the bidders to monitor the Purchasing website at www.mctx.org for any addenda that may be issued pertaining to this bid.

No addendum will be issued three (3) days prior to bid opening date unless otherwise approved by the Purchasing Agent.

Montgomery County reserves the right, at its discretion, to procure the awarded item(s)/service(s) from other sources, if it is found to be in the County’s best interest.

If applicable, contracts will not be awarded to any party that has been debarred, suspended, excluded or ineligible for participation in federal assistance programs.

If applicable, in the event an awarded party or their subcontractor(s) become debarred, suspended, excluded or ineligible for participation in federal assistance programs after award of contract, the awarded contract shall be cancelled without notice.

EVALUATION

Compliance with all bid requirements, delivery, pricing, warranty, work history and the needs of the using department will be considered when evaluating bids.

ALTERNATE VENDOR(S)

An award will be made to the vendor submitting the lowest bid. Montgomery County will refer to the award as the “PRIME AWARD.” Also, for the department(s), there may be an “ALTERNATE(S) LOW BID(S),” which will be a bid in and of itself, and will be given the designation “ALTERNATE(S).” **Commissioners’ Court reserves the right to make an award to more than one (1) alternate, and to place an order with an alternate vendor whose bid provides the County with a lower cost or more appropriate product in particular circumstances.**

The departments will be allowed to utilize the service from the Alternate source if the service of the prime awarded vendor is not performed acceptably (does not meet the specifications), or if the prime awarded vendor is not available to provide service on the day it is needed.

SPECIFICATIONS (SCOPE OF WORK)

The specifications are described in the following order:

Approximate quantities based on usage over a three (3) year period.

- 1.0 **TyD Asphaltic Concrete** (approximate quantity is 50,000 tons)
- 2.0 **Cement Stabilized Sand** (approximate quantity is 8,500 CY)
- 3.0 **Crushed Limestone** (approximate quantity is 12,600 tons)
- 4.0 **1.5" Washed Crushed Limestone Base** (approximate quantity is 900 tons)
- 5.0 **High Performance Asphaltic Concrete Pothole Patching Mix**
(approximate quantity is one (1) or more tons)
- 6.0 **Asphalt Stabilized Base (Black Base-Plant Mix)**
(approximate quantity is 630 tons)
- 7.0 **3" x 5" Common Rip Rap** (approximate quantity is 100 tons)
- 8.0 **18" Rip Rap** (approximate quantity is 165 or more tons)
- 9.0 **Fine Aggregate (Gravel for Ice Control)** (approximate quantity is 360 tons)
- 10.0 **Fine Washed Sand** (approximate quantity is 110 tons)
- 11.0 **SS-1 Tack Oil in 5 gallon bucket** (approximate quantity is 550 buckets)
- 12.0 **Ty B GR 4 SAC-B Aggregate Uncoated** (approximate quantity is 100 tons)
- 13.0 **Ty PB Gr 4 SAC-B Aggregate Pre-coated** (approximate quantity is 100 tons)

MONTGOMERY COUNTY SPECIFICATIONS

1.0 - HOT MIX ASPHALTIC CONCRETE

TX Dot Item 341

This item shall consist of a compacted, dense graded mixture of a leveling-up coarse, a surface coarse or any combination of these coarses, each to be composed of a compacted mixture of mineral aggregate and asphaltic material. Aggregate and asphalt binder mixed hot in a mixing plant.

TYPE:

Hot mix asphaltic concrete shall comply with the Type D Gradation as outlined in Item 341 of the 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

TESTING:

Vendor shall include in the bid packet test results indicating the materials meet specifications for Item 341.

After award of bid, one (1) extraction test shall be required from the vendor for each 500 tons of mix produced. Tolerance for variances from the master gradation shall be the same as those outlined in Item 341 specifications. Vendor shall be responsible to send test results to the County Engineer on a periodic basis.

MEASUREMENT:

Hot mix asphaltic will be measured by the ton of composite hot mix, which includes asphalt, aggregate and additives. Measure on the scales in accordance with item. 520, "weighing and measurement equipment."

PAYMENT:

Hot mix asphaltic concrete shall be paid for by the ton and shall be full compensation for furnishing all materials, freight involved, for all heating, mixing and incidentals necessary to provide the above specified mixture.

MONTGOMERY COUNTY SPECIFICATIONS

2.0 - CEMENT STABILIZED SAND

TX Dot Item 400

This item shall consist of sand, water and a minimum of two (2) sacks of cement per cubic yard of material as outlined in Item 400, 2014 Texas Department of Transportation Standard Specifications for Construction of Highways, Streets, and Bridges.

EQUIPMENT:

Where materials are to be measured or proportioned by weight, equipment shall conform to the requirements of the item "Weighing and Measuring Equipment" as outlined in Item 520, 2014 Texas Department of Transportation Standard Specifications for Construction of Highways, Streets, and Bridges.

PROPORTIONING OF MIXES:

Cement stabilized sand shall be portioned by weight or by volume so that the mix contains a minimum two (2) sacks or of cement per cubic yard of material.

MEASUREMENT:

Acceptable materials as prescribed by this item will be measured for payment as follows:

Cement stabilized sand will be measured by the ton.

PAYMENT:

The material furnished as prescribed by this item and measured in accordance with the method indicated and in accordance with the applicable provision of "Measurement" above will be paid for as follows: At the unit price bid per ton for "Cement Stabilized Sand".

The unit price bid will be full compensation for securing and furnishing all materials, including all royalty freight and storage involved; for all processing.

MONTGOMERY COUNTY SPECIFICATIONS

3.0 - CRUSHED LIMESTONE

TX Dot Item 302

Supply crushed limestone that meet the definitions in TEX-100-E as outlined in Item 302, 2014 Texas Department of Transportation Standard Specifications for construction of highways.

TYPE:

The type shall be Type A, as outlined in Item 302 of the 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

MEASUREMENT:

Crushed limestone will be measured by the ton if commercially weighed.

TESTING:

Vendor shall include in the bid packet test results indicating the materials meet specifications for Item 302, 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

PAYMENT:

Crushed limestone will be paid for by the ton, and the price shall be full compensation for furnishing all materials and for all royalty.

MONTGOMERY COUNTY BID FORM

VENDORS MUST COMPLETE BID FORMS FOR THOSE ITEMS IN WHICH THEY CHOOSE TO BID.

DESCRIPTION/SPECIFICATIONS: Bulk Road Materials

While in transit, the successful vendor will pay all transportation costs and will assume all risk of loss.

The vendor is required to fill out the price per unit.

MONTGOMERY COUNTY RESERVES THE RIGHT TO INSPECT ALL ITEMS BEFORE ACCEPTING AND TO RETURN ALL ITEMS THAT DO NOT FOLLOW THESE SPECIFICATIONS.

Please call Melanie Tadlock, Montgomery County Purchasing Department, with any questions relating to these requirements at 936-539-7975 or melanie.tadlock@mctx.org.

When inquiring about a bid, please state Project#**18-62**.

Montgomery County reserves the right to accept or reject all or any part of the bid submitted.

Payment Terms: Net 30 after receipt of product(s), material(s), service(s) or invoice(s), whichever is latest.

In addition to all other warranties, whether expressed or implied herein, Vendor warrants to County that items and/or services furnished hereunder will be of good quality and new unless otherwise required or permitted and that the work will be free from defects and will conform to the requirements of the Contract Documents. Items and/or services not conforming to these requirements shall be deemed defective and shall be replaced or performed again at the discretion of Montgomery County.

Bidders will fill out the following bid form in its entirety. Failure to do so may result in bid disqualification.

BIDDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL REGULATIONS AND LAWS PERTAINING TO POLLUTION CONTROL AND PREVENTION.

Montgomery County does not guarantee that every order will be twenty (20) tons or more. In all likelihood, there will be "less than truck load" orders. The pricing submitted by each bidder should reflect that reality.

All requests for material that require delivery or pickup outside that specific time frame will be handled on a requisition basis and will not be considered as part of this contract. Pricing should not reflect holiday or weekend delivery or pick-up.

SPECIFICATIONS/PRICING: PICKED-UP PRICING ONLY FOR SPECIFIED ITEM(S)

ITEM	DESCRIPTION	UNIT PRICE
1	TyD MIX ASPHALTIC CONCRETE	\$ Per Ton
2	CEMENT STABILIZED SAND	\$ Per Cubic Yard
3	CRUSHED LIMESTONE BASE	\$ Per Ton
4	1.5" WASHED CRUSHED LIMESTONE	\$ Per Ton
5	HIGH PERFORMANCE ASPHALTIC CONCRETE POTHOLE PATCHING MIX	\$ Per Ton
6	ASPHALT STABILIZED BASE (BLACK BASE-PLANT MIX)	\$ Per Ton
7	3" x 5" COMMON RIP RAP	\$ Per Ton
8	18" COMMON RIP RAP	\$ Per Ton
9	WASHED SCREENINGS (FOR ICE CONTROL)	\$ Per Ton
10	FINE WASHED SAND	\$ Per Ton
11	SS-1 TACK OIL IN 5 GALLON BUCKET	\$ Per 5 Gallon Bucket
12	Ty B Gr 4 SAC-B AGGREGATE UNCOATED	\$ Per Ton
13	Ty PB Gr 4 SAC-B AGGREGATE PRE-COATED	\$ Per Ton
	GRAND TOTAL ITEMS 1-13	\$

Delivery of all items listed above

Mileage <i>(fee per mile)</i>	1st Mi	Ea. Add'l
Plant to Jobsite	\$	\$

COMPANY NAME

GRAND TOTAL AMOUNT IS FOR EVALUATION PURPOSES ONLY

Please specify: Inside delivery date to be _____ days after order is placed.

COMMODITY CODE: O01

WARRANTY: Describe: _____

The vendor may not limit an order or shipment of an order with a "Minimum Dollar Amount."

NOTE: "ANY MATERIAL REQUESTED TO BE CONSIDERED AS CONFIDENTIAL IN NATURE MUST BE PLACED IN A SEPARATE ENVELOPE CLEARLY MARKED CONFIDENTIAL; PROVIDED, SUCH MATERIAL WILL BE TREATED AS CONFIDENTIAL BY MONTGOMERY COUNTY ONLY TO THE EXTENT ALLOWABLE IN THE GOVERNMENT CODE, CHAPTER 552 OF THE PUBLIC INFORMATION ACT AND EXCEPT WHERE REQUIRED BY A COURT WITH COMPETENT JURISDICTION TO RELEASE INFORMATION. IF ITEMS ARE NOT PLACED IN AN ENVELOPE AND MARKED CONFIDENTIAL, MONTGOMERY COUNTY WILL NOT BE LIABLE FOR DISCLOSING THE INFORMATION."

COMPANY NAME

Are all bid Specifications met? Yes _____ No _____

If requested, can you provide insurance required for the following?

- (a) Workers' Compensation Yes _____ No _____
- (b) Comprehensive General Liability Yes _____ No _____
- (c) Automobile Liability Insurance Yes _____ No _____

Submitted by:

Company Name: _____

Address: (Mailing) _____

(Physical) _____

Telephone: _____ Contact: _____

(PRINT)

Fax Number: _____ Email: _____

Officer's Signature

COMMENTS:

ADDENDA

If applicable, bidder acknowledges receipt of the following Addenda:

Addendum #1 _____ Date _____

Addendum #2 _____ Date _____

Addendum #3 _____ Date _____

Addendum #4 _____ Date _____

CONTRACT

This agreement is made and entered into on the date of execution hereof by and between Montgomery County, hereinafter referred to as "County", a body corporate and politic under the laws of Texas, whose address for the purposes hereof is: Commissioners' Court, Alan B. Sadler Commissioners' Court Building, 501 N. Thompson, Conroe, Texas 77301, and _____, an _____, whose address for the purposes hereof is _____ hereinafter called "Offeror".

WITNESSETH

WHEREAS, the County Commissioners' Court did on _____ award to Offeror a contract for supplying _____ in quantities and at the prices therein set out; and

WHEREAS, the parties thereto now desire to memorialize said contract in writing in accordance with the bid or proposal submitted by Offeror and specifications and terms and conditions of County;

NOW THEREFORE, know all men by these presents, the following contract is entered into by County and the undersigned Offeror.

1. (a.) The bid or proposal documents submitted by Offeror (hereinafter the "bid documents"); (b.) County "Standard Purchase Terms and Conditions"; (c.) County "Specifications"; (d.) "Recommendation" of County Purchasing Agent; and (e.) any scientific analysis submitted to the County are attached hereto and by this reference become part hereof. If there is any conflict between the bid documents and/or the County "Standard Purchase Terms and Conditions", County "Specifications", "Recommendation" of the County Purchasing Agent and scientific analysis submitted to the County as attached, the documents described in (b.) through (e.) above shall control.
2. Offeror represents that it possesses all right, title, and ownership to the goods, materials or services which are to be conveyed to County under the terms of this agreement.

ENTIRE AGREEMENT:

This contract contains the whole agreement between the County and Offeror in respect to the purchase and sale contemplated hereby, and there are no representations, terms, conditions, or collateral agreements, other than expressly set forth herein and the documents described in paragraph 1 above.

WHEREFORE, premises considered, County hereby executes this agreement on the _____ day of _____, _____.

MONTGOMERY COUNTY, TEXAS:

OFFEROR:

Signed Name

Signed Name

Craig Doyal, County Judge

Printed Name

Printed Name

Date

Date

If this contract is with a corporation, it must be executed by an officer thereof hereunto duly authorized, and the seal of the corporation impressed.

Attest:

County Clerk

**FUNDING OUT
(If Applicable)**

It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by the County Auditor of County for the purposes of satisfying County's obligations under the terms and provisions of this agreement; that notwithstanding anything to the contrary or that may be construed to the contrary, the liability of County is limited to said sum, plus additional amounts of funds from time to time certified available for the purpose of satisfying the County's obligations under the terms and provisions of this agreement, the sole and exclusive remedy of Offeror shall be to take possession of any goods or materials and to terminate this agreement.

AUDITOR'S CERTIFICATION

I do hereby certify that funds are available sufficient to pay the obligation of Montgomery County under and within the foregoing Agreement.

County Auditor
Montgomery County, Texas

Date

BID PACKAGE CHECK LIST

Only items marked with an “X” are applicable to this bid.

Bidders should review the package thoroughly.

If additional information is needed, contact Montgomery County Purchasing Dept at 936-539-7980.

Bidder must check each task as it is completed.

Include this form with the appropriate bid documents.

Required		✓	Required		✓
X	BID FORMS Must be completed and signed in ink. Failure to do so may cause Bids to be rejected.		X	GENERAL REQUIREMENTS AND TERMS Bidder should be familiar with all General Requirements and Terms.	
	Acknowledgement			BID BOND REQUIREMENTS This Bond applies to certain Bids as stated in Montgomery County Terms and Conditions.	
	Residence Certification		X		
X	References			SUBMITTING PROCEDURE ❖ Company Name ❖ Project Number ❖ Opening Date ❖ Project Title	
X	Contract				
X	Disclosure of Disinterested Parties (Form 1295)		X		
X	Vendor Information				
X	W-9				
X	Bidder/Offerer Self Certification				
X	Certificate Regarding Lobbying				
X	Certification Regarding Government-Wide Debarment				
X	Israel Boycott Statement				
AFTER AWARD IS MADE, THE FOLLOWING DOCUMENTS MUST BE PROVIDED Check if you are prepared to provide these after award, as required.					
Required		✓	Required		✓
X	TEST REPORTS		X	MATERIALS SAFETY DATA SHEETS	
	PERFORMANCE BOND REQUIREMENTS This Bond applies to bids that exceed \$100,000 as stated in the Montgomery County Terms and Conditions.			PAYMENT BOND REQUIREMENTS This Bond applies to bids that exceed \$25,000 as stated in the Montgomery County Terms and Conditions.	
INSURANCE INFORMATION					
Required		✓	Required		✓
X	WORKERS' COMPENSATION Check if you are prepared to provide this after award, as required, if applicable.		X	ACTIVE VENDOR Check here only if your company has conducted business with Montgomery County within the past year; AND all current insurance certificates are on file at this time.	
X	GENERAL LIABILITY AND AUTO Check if you are prepared to provide this after award, as required, if applicable.				

It is the bidder's responsibility to be thoroughly familiar with all Bid Requirements and Specifications.

**MONTGOMERY COUNTY
STANDARD PURCHASE TERMS AND CONDITIONS**

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY, YOU ARE RESPONSIBLE FOR FULFILLING ALL SPECIFICATIONS AND REQUIREMENTS.

1. **BID FORM COMPLETION:** MONTGOMERY COUNTY is aware of the time and effort you expend in preparing and submitting bids to the County. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy as possible so that all responsible vendors can compete for the County's business.

Fill out completely and return the number of copies specified per the Invitation to Bid in a sealed envelope properly marked with NAME OF BID ITEM and clearly stating DO NOT OPEN IN MAIL ROOM. Original bid shall be clearly marked "**ORIGINAL**" and contain all original signatures.

Electronic Signatures can be accepted on documentation that requires signatures. If there is a question regarding the authenticity of the signature Montgomery County Reserves the right to request verification.

Bidder shall provide with the bid response, all documentation required herein. Failure to provide this information may result in rejection of bid.

2. **LUMP-SUM OR UNIT PRICE METHOD:** A purchase may be proposed on a lump-sum or unit price basis. If the County chooses to use unit pricing in its notice, the information furnished bidders will specify the approximate quantities estimated on the best available information, but the compensation paid the bidder will be based on the actual quantities purchased.

Extended totals and/or the sum of all extended totals will be used for evaluation purposes. Where there is an error in the extension of prices, the unit price shall govern. Vendors shall take due care when extending prices.

3. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective Bidder must affirmatively demonstrate Bidder's responsibility. A prospective Bidder must meet the following requirements:

- a) have adequate financial resources, or ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Montgomery County may request representation and other information sufficient to determine Bidder's ability to meet the minimum standards listed above.

4. **REFERENCES:** Montgomery County requests Bidders to supply, in response to this Invitation to Bid, a list of at least five (5) references where like services have been supplied by the bidder. Include name of firm, contact person, address, telephone number and fax number. A negative reference can result in a vendor not receiving a bid award.

5. **REQUIRED BID BOND:** If the contract is for the construction of public works, including, but not limited to, the construction, alteration, or repair of any public building, bridge, road, or like improvement, Bidder shall submit a bid bond in the amount of (5%) of the bid amount. County may, by special provision, require submission of a bid bond in the amount of (5%) of the bid amount for any other contract where the bid amount shall exceed \$100,000.00. Commissioners' Court also has the option to require a bid bond in the amount of (5%) of the bid amount if the total bid amount is less than \$100,000.00. Where required, the bid bond shall accompany submission of the bid and must be executed by a corporate surety authorized to do business in the State of Texas.
6. **REQUIRED PERFORMANCE BOND:** If the contract is for the construction of public works, including, but not limited to, the construction, alteration, or repair of any public building, bridge, road or like improvement, and the contract price shall exceed the sum of \$100,000.00, the successful Bidder may be required to submit a performance bond conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. County may, by special provision, require the submission of a performance bond for any other contract where the contract price shall exceed the sum of \$50,000.00. Commissioners' Court also has the option to require a performance bond for any other contract where the contract price is less than the sum of \$50,000.00. Where required, the performance bond shall be submitted by the successful Bidder within thirty (30) days of the award of the bid. Performance bonds shall be in an amount equal to the contract price and must be executed by a corporate surety authorized to do business in the State of Texas.
7. **REQUIRED PAYMENT BOND:** If the contract is for the construction of public works, including, but not limited to, the construction, alteration, or repair of any public building, bridge, road or like improvement, and the contract price shall exceed the sum of \$25,000.00, the successful Bidder may be required to submit a Payment Bond for the protection of all claimants supplying labor or materials in connection with the prosecution of the work provided for in the contract. Commissioners' Court also has the option to require a Payment Bond if the contract price is less than \$25,000.00. Where required, the Payment Bond shall be submitted by the successful Bidder within thirty (30) days of the award of the bid. Payment bonds shall be in an amount equal to the contract price and must be executed by a corporate surety authorized to do business in the State of Texas.
8. **AWARD:** The Commissioners' Court of Montgomery County (County) reserves the right to award the contract to the **LOWEST, BEST AND MOST RESPONSIBLE BID** in accordance with laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject all bids or require new bids if deemed in the best interest of the County. By law, County is not obligated to accept a non-compliant low bid. County reserves the right to award bids on the lump sum or "unit price" basis, whichever is deemed in the best interest of Montgomery County. **Alternate bids will not be accepted.**

To obtain results, or if you have any questions, please contact the Purchasing Office at (936) 539-7980.

9. **CONTRACT FULFILLMENT:** Bidders shall fill in and sign the attached contract, and attach a copy of vendor's Assumed Name Certificate or Corporate Certificate, or supply sufficient proof of the existence of such Certificate, in order for your bid to meet Montgomery County Bid Requirements.

The Commissioners' Court of Montgomery County must, by law, award all contracts, and the Commissioners' Court must execute all contracts and agreements before they become binding on the County.

This bid, when properly accepted by Montgomery County, shall constitute a contract equally binding between the successful Bidder and Montgomery County. No different or additional terms will become a part of this contract, with the exception of Change Orders. Upon acceptance and approval of the Montgomery County Commissioners' Court, this bid and its contents become part of the contract between the awarded vendor(s) and Montgomery County for the time period designated. Department heads are NOT authorized to sign any kind of supplemental or binding purchase, lease or rental agreements for goods or services for County. All supplemental agreements are subject to approval of Commissioner's Court. Binding agreements shall remain in effect until all products and/or services covered by this contract have been satisfactorily delivered and accepted. If the contract is intended to cover a specific time period, said time will be noted in the specifications. If a bid bond is required, it will be requested in the package.

10. **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 by the Purchasing Agent and approved by Commissioners' Court.
11. **PRICING (if applicable):** Prices for all goods, and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. All prices must be written in ink or typewritten. Pricing on all transportation, freight or other charge is to be prepaid by the contractor and included in the bid prices, unless otherwise agreed to by both parties. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant costs, or forfeit the right to payment. Payment to Bidder by County in such cases will be made on a "pay as you go" basis, if a term contract. The delivery ticket shall be submitted to the using department after deliveries are made. Subsequent payment will be made in the regular course of County disbursement. All invoices shall be mailed directly to the Montgomery County Auditor, P.O. Box 539, Conroe, TX, 77305.

If during the life of the contract, the successful Bidders net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Montgomery County.

A **price re-determination** may be considered by Montgomery County with appropriate backup, substantiated in writing (i.e., manufacturer's direct cost, postage rates, Railroad Commission Rates, Wage/Labor Rates, etc.). The Bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. County reserves the right to accept or reject any/all of the price re-determination as it deems to be in the best interest of Montgomery County.

12. **DELIVERY:** The successful Bidder shall not deliver products or provide services as part of this contract without a Montgomery County Purchase Order signed by the Purchasing Agent. Successful Bidder shall not deliver products or services which exceed the amounts specified on the Purchase Order. All items shall be shipped FOB INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include delivering merchandise to the appropriate room designated by the using department. Receiving times may vary by department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m. Monday through Friday, except during the noon hour.

Bidders are advised to consult the using department for instructions. The fastest, most reasonable delivery time shall be indicated by the Bidder in the proper place on the bid sheet. Any special information concerning delivery from the Bidder should also be included, on a separate sheet if necessary, or under the Comment Section.

All delivery and freight charges (FOB Montgomery County destination) are to be included in the bid price.

13. **PACKING SLIPS:** Packing Slips or other suitable shipping documents shall accompany each special order shipment and shall show:
 - a) name and address of successful Bidder;
 - b) name and address of receiving department and/or delivery location;
 - c) Montgomery County Purchase Order Number or Release Number; and
 - d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.

14. **TERMINATION:** During the term of the contract, County retains the right to immediately cancel any agreement between the parties hereto should goods, materials, or services supplied by Bidder not meet specifications. County also retains the right to cancel the contract due to budget restraints. In any case, County may terminate any agreement upon thirty (30) days written notice deposited in the United States mail.

15. **PAYMENT TERMS:** Unless otherwise specified by Montgomery County Commissioners' Court, payment terms will be "Net 30" after receipt of product(s), material(s), service(s) or invoice, whichever is later.

16. **RECORDS:** Contractors shall maintain records for one year after project has been accepted by Montgomery County.

17. **NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of County to limit or restrict bids, but to establish the type and desired quality level of merchandise. Bidders may offer comparable items and the burden of proof rests with them. Any reference to model and/or make/manufacture used in Bid Specifications is descriptive, not restrictive. Bids on items of like quality will be considered. County shall act as sole judge in determining equality and acceptability of items offered. Design, strength, and quality of materials must conform to the highest standards of manufacturing practice. To qualify an item as equal to that specified, the Bidder shall submit evidence that the material is equal in quality, workmanship, performance, etc.

18. **COLOR SELECTION:** The determination of colors of woods, vinyl, fabrics or any other materials is a right reserved by the using department unless otherwise specified in the bid. When colors are not specified, a color chart must be provided. If the Bidder fails to get color approval prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

19. **INSPECTIONS:** County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements. When requested, demos or samples shall be furnished free of expense to Montgomery County. If a Bidder bids on an item and cannot furnish a sample of said item for review, County reserves the right to reject the offer as inadequate.

20. **MAINTENANCE:** Maintenance shall, if possible, be available to County for bid equipment. Cost for this service shall be shown on the bid sheet as an annual cost. If the County opts to include maintenance, said cost will be shown on the bid sheet and will commence only upon expiration of applicable warranties.
21. **FUNDING OUT:** It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by the County Auditor for the purpose of satisfying County's obligations under the terms and provisions of the agreement; and notwithstanding anything to the contrary or that may be construed to the contrary, the liability of County is limited to said sum, plus additional amounts of funds from time to time certified available for the purpose of satisfying the County's obligations under the terms and provisions of the contract. The sole and exclusive remedy of Bidder shall be to take possession of any goods or materials not fully purchased by County or to terminate the contract.

Funds for payment have been provided through the Montgomery County budget approved by the Montgomery County Commissioners' Court for this fiscal year only. State of Texas Statutes prohibit the obligation 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 Montgomery County fiscal year shall be subject to budget approval.

22. **TAXES:** County is a body corporate and political subdivision under the laws of the State of Texas and claims exemption from Limited Sales and Use Tax to the State of Texas, under Texas Tax Code Ann. Section 151.309, as amended. Exemption Certificates will be provided to Bidder upon request. County is subject to Federal Excise Tax.
23. **LICENSES:** Seller is responsible for obtaining and keeping current requisite licenses and permits necessary for the activities under the contract, including ensuring that any drivers employed by Bidder are properly licensed.
24. **ASSIGNMENT:** County shall have the right to sell, transfer or assign, in whole or in part, all of its rights and obligations hereunder. In such event and upon the assumption of such transfer of County's obligations hereunder, no further liability or obligation shall thereafter accrue against County. The successful Bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Montgomery County Commissioners' Court or appointed agent.
25. **WARRANTY:** Successful Bidder shall warrant that goods, materials, or services delivered to County shall conform to the proposed specifications and/or all warranties as set forth therein and stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Bidder shall furnish all data pertinent to warranties or guarantees which apply to items in the bid.
- Items supplied under this contract shall be subject to Montgomery County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful Bidder at the next service date at no expense to the County. If item is not picked up within reasonable time after notification, the item will become a donation to the County for disposition.
26. **NOTICE:** All notices required hereunder shall be deemed to have been properly given when made in writing and sent by mail with adequate postage in the United States mail.

27. **SAVINGS CLAUSE:** Notwithstanding any of the terms and provisions hereof being in violation of, or prohibited by, any law, statute or ordinance of the United States, or County, or municipality, such terms and provisions shall be deemed severable without right in such instance to have such offending clause herein reformed to comply with the applicable law, both parties hereby agreeing to act in good faith with diligence to reasonably effect such reformation.
28. **WAIVER:** The failure of either party hereto, in any or more than one instance, to insist upon the performance of any other terms, covenants, or conditions of this Agreement or to exercise any right or privilege, or the waiver by either party of any breach of any of the terms, covenants, or conditions of this agreement, shall not be construed as thereafter waiving any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
29. **INDEPENDENT CONTRACTOR:** Bidder enters into this agreement with the status of an independent contractor and is to adopt its own means and methods to accomplish this agreement; County only controlling the end result of the agreement, but not the manner in which the result is achieved.
30. **TEXAS LAW:** This agreement will be governed and construed according to the laws of the State of Texas and is performable in Montgomery County, Texas. The successful Bidder and Montgomery County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

Bid must comply with all federal, state, county and local laws concerning these types of services.

31. **POLLUTION:** Bidder agrees to comply with all State and Federal regulations and laws pertaining to pollution control and prevention.

Material Safety Data Sheet(s) must be furnished, as required by law, if applicable to the product/service being sold.

32. **TORT CLAIM:** County shall be responsible for the acts or failure to act of its employees, agents, or servants, but provided, however, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and Laws of the State of Texas, particularly the Texas Tort Claims Act.
33. **INDEMNIFICATION:** The parties agree that under the Constitution and Laws of the State of Texas, County cannot enter into a contract whereby it agrees to indemnify or hold harmless any other party; therefore, all references of any kind to indemnifying, holding or saving harmless for any reason whatsoever is of no effect.

BIDDER AGREES TO DEFEND AND INDEMNIFY THE COUNTY FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES AND EXPENSES, INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES, AND ALL LOSS, DAMAGE OR INJURY, OR DEATH RESULTING THERE FROM, TO BIDDER'S PROPERTY OR PERSONNEL, OR THE PROPERTY OR PERSONNEL OF SUBCONTRACTORS OF BIDDER ARISING OUT OF OR IN CONNECTION WITH AND DURING THE OPERATIONS UNDER THIS AGREEMENT. BIDDER IS TO MAINTAIN SUFFICIENT INSURANCE COVERAGE ON IT'S PERSONNEL AND PROPERTY, AND REQUIRE IT'S SUBCONTRACTORS TO MAINTAIN SUFFICIENT INSURANCE TO COVER THE ABOVE EVENTUALITIES.

Any loss, damage, injury or death to personnel or property under this agreement shall be sent by certified or registered mail to the County Attorney's office within ten (10) days. Such written report shall be a full and complete account of the incident.

IN ADDITION, BIDDER REPRESENTS AND WARRANTS UNTO COUNTY THAT THE USE OR CONSTRUCTION OF ANY AND ALL TOOLS, EQUIPMENT, PRODUCTS, OR SERVICES FURNISHED BY BIDDER SHALL NOT INFRINGE UPON ANY PATENT OR LICENSE WHICH HAS BEEN ISSUED OR APPLIED FOR; ACCORDINGLY, THE BIDDER SHALL INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF ANY KIND AND CHARACTER IN FAVOR OF OR MADE BY ANY PATENTEE, LICENSEE, OR CLAIMANT OF ANY RIGHT OR PRIORITY TO ANY SUCH TOOL, EQUIPMENT, PRODUCT OR SERVICE, OR THE USE OF CONSTRUCTION THEREOF.

- 34. SPECIFICATIONS:** In the event any conflict arises between Bid Specifications approved by the County and the final approved Contract, the contract shall rule and take precedence.

The apparent silence of these Specifications 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 these Specifications shall be made on the basis of this statement.

- 35. INSURANCE:** County may request Bidder to provide, before award, Certificates of Insurance relating to categories of insurance:

- a) Workers' Compensation
- b) Comprehensive General Liability Insurance
- c) Automobile Liability Insurance

Montgomery County requires the Vendor maintain in force such insurance as will protect themselves and the County from claims which may arise out of, or result from the execution of, the work, whether such execution be by themselves, their employees, subcontractors, or by anyone for whose acts may be liable.

- 36. LATE BIDS:** Bids received by Montgomery County Purchasing Department's office after submission deadline will be considered void and unacceptable. Montgomery County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the County Purchasing Department's office shall be the official time of receipt.

- 37. ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

- 38. WITHDRAWAL OF BID:** A bid may not be withdrawn or canceled by the vendor after submission, without the permission of Montgomery County.

- 39. CONFLICT OF INTEREST:** Potential bidders/proposers are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose:

- (A) an employment or other business relationship with a local government officer of the County, or a family member of the officer that results in the officer or family member receiving taxable income; or
- (B) any gift or gifts to a local government officer of the County, or a family member of the officer, that have an aggregate value of more than \$250 (two hundred and fifty dollars) during the preceding twelve month period. Gifts of food, lodging, transportation, or entertainment, which an officer or family member accepted as a guest, need not be disclosed.

- 40. **ADDENDA:** Any interpretations, corrections, or changes to this Invitation to Bid and Specifications will be made by Addenda. Sole issuing authority of Addenda shall be vested by Montgomery County Purchasing Agent. Addenda will be mailed or faxed to all who are known to have received a copy of this Invitation to Bid. Bidders shall acknowledge receipt of the Addenda.
- 41. **COMMENTS:** All bids meeting the intent of this Invitation to Bid will be considered for award. The absence of any comments shall indicate that the Bidder shall perform said services in strict accordance with the specifications of the invitation. County reserves the right to accept any and all, or none of the comment(s), as deemed to be in the best interest of Montgomery County.
- 42. **INTERLOCAL PARTICIPATION:** Additional governmental entities may purchase from this bid, contingent upon mutual agreement between vendor and other governmental entities. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 43. **CONFIDENTIALITY:** Any material requested to be considered as **CONFIDENTIAL** in nature must be placed in a separate envelope clearly marked **CONFIDENTIAL**; provided, such as material will be treated as confidential by Montgomery County only to the extent allowable in the Government Code, Chapter 552 of the Public Information Act and except where required by Court with competent jurisdiction to release information. If items are not placed in an envelope and marked **CONFIDENTIAL**, Montgomery County will not be liable for disclosing the information.
- 44. **FUEL PRICE ESCALATION:** Due to the inability to foresee fuel prices in today's market, a fuel adjustment will be considered when the following procedures are met:
 - 1. Pricing must remain firm for the first six (6) months after the award of contract and can only be reviewed for adjustment every three (3) months thereafter.
 - 2. Awarded Vendor must submit request for fuel adjustment in writing.
 - 3. The fuel surcharge will be listed as a separate item on the Vendors' invoice.
 - 4. The awarded Vendor may not have price increases and fuel increases simultaneously.

Upon receiving the above information from the Vendor, Montgomery County will review the increase request and recommend to the Montgomery County Commissioners' Court one (1) of the following:

- 1. Accept the increase
- 2. Reject the increase
- 3. Re-bid the entire contract

NOTE REGARDING BLANKET CONTRACTS: If this bid is a Blanket Contract, all orders will be issued on an "as required" basis with a Purchase Order Number and a Blanket Order Release Number. Vendor is responsible for providing "per unit" price on the invoice for each purchase. Montgomery County reserves the right to add and/or delete item(s) from the contract when in the best interest of the County.

45. ANNUAL CONTRACTS:

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

1. The Bidder being interested in any litigation between both parties.
2. The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
3. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
4. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.

Due Care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the proposer. Montgomery County and its representatives will not be responsible for any errors or omissions in these specifications, nor the failure on part of the proposer to determine the full extent of the exposure.

46. SCANNED OR RE-TYPED RESPONSE:

If in its response, offeror either electronically scans, re-types or in some way reproduces the County's published bid package, then in the event of any conflict between the terms and provisions of the County's published bid package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's bid package *as published* shall control. Furthermore, if an alteration of any kind to the County's published bid package is only discovered after the contract is executed and is not being performed, the contract is subject to immediate cancellation.

47. DIGITAL FORMAT:

If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published bid package is only discovered after the contract is executed and is not being performed, the contract is subject to immediate cancellation.

48. CONTACT RESTRICTIONS:

Responders shall not contact any County personnel, to include all entities/persons contracted to do business with the County, during the process, other than Gilbert Jalomo, Jr., Purchasing Agent, without the express permission from the Office of the County Purchasing Department. Any Responder who has made site visits, contacted personnel, or distributed any literature without authorization may be disqualified. The County Purchasing Department may initiate discussion with Responders. Discussions may not be initiated by Responders. The County Purchasing Department expects to conduct discussions with Responder personnel authorized to contractually obligate the Responder with an offer.

49. DISCLOSURE OF INTERESTED PARTIES:

Per Government Code, Statute §2252.908, effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties" by the participating vendor. Form 1295 is also required for any and all contract amendments, extensions or renewals. A sample of the form will be included in every Bid, RFP and RFQ. Vendors are required to visit the Texas Ethics Commissions website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and create a 1295 Certificate. After creating the form it must be printed, signed and notarized and included with the bid/proposal submission.

50. FORCE MAJEURE:

Definitions

In this Clause, "Event of Force Majeure" means an event beyond the control of the County and the Contractor, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

- (a) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, and floods);
- (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, or embargo;
- (c) rebellion, revolution, insurrection, or military or usurped power, or civil war;
- (d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- (e) riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors; or
- (f) acts or threats of terrorism.

Consequences of a Force Majeure Event

Neither the County nor the Contractor shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the Effective Date. The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Contractor is prevented from executing its obligations by the Event of Force Majeure, it shall endeavor to continue to perform its obligations under the Contract so far as reasonably practicable and in accordance with good operating practices. If and to the extent that the Contractor suffers a delay during the Construction Period as a result of the Event of Force Majeure, then it shall be entitled to a reasonable extension for the Time for Completion.

51. Prohibition on Investment in companies that boycott Israel

Prohibition on contracts with companies boycotting Israel per Government Code 2270 Definitions:

- (1) "Boycott Israel" has the meaning assigned by Section 808.001.
- (2) "Company" has the meaning assigned by Section 808.001.
- (3) "Governmental entity" has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

52. Prohibition on contracting with a company doing business with Iran, Sudan, or a foreign terrorist organization

Prohibition on contracts with certain companies per Government Code 2252.151

Definitions:

“Company” has the meaning assigned by Section 806.001.

“Foreign terrorist organization” means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

“Governmental contract” means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

“Governmental entity” has the meaning assigned by Government Code, Section 2252.001.

Section 2252.152 - Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Section 2252.153 – Listed Companies. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

REFERENCES

1. COMPANY NAME: _____
CONTACT PERSON: _____
ADDRESS: _____

PHONE NO.: _____
FAX NO.: _____
EMAIL ADDRESS: _____

2. COMPANY NAME: _____
CONTACT PERSON: _____
ADDRESS: _____

PHONE NO.: _____
FAX NO.: _____
EMAIL ADDRESS: _____

3. COMPANY NAME: _____
CONTACT PERSON: _____
ADDRESS: _____

PHONE NO.: _____
FAX NO.: _____
EMAIL ADDRESS: _____

4. COMPANY NAME: _____
CONTACT PERSON: _____
ADDRESS: _____

PHONE NO.: _____
FAX NO.: _____
EMAIL ADDRESS: _____

5. COMPANY NAME: _____
CONTACT PERSON: _____
ADDRESS: _____

PHONE NO.: _____
FAX NO.: _____
EMAIL ADDRESS: _____

COUNTY PURCHASING AGENT

O qpvì qo gt{ 'County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(; 58) 982/8; 28
Fax (; 58) 982/8; 98

Vendor Information

Federal ID # or S.S #		Dun and Bradstreet #
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Year Business was Established _____	
Remittance Address		
City/State/Zip		
Physical Address		
City/State/Zip		
County	<input type="checkbox"/> O qpvì qo gt{ County Other: _____	
Phone/Fax Number	Phone: _____ Fax: _____	
Contact Person		
E-mail		
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women’s Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____	
Company’s gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000	
Eqo o qf kkgu (Please enter all that apply).		

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

BIDDER/OFFEROR SELF CERTIFICATION

- 1.) The Bidder/Offeror certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that the services rendered will comply with the terms of the solicitation or contract.
- 2.) The Bidder/Offeror certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Description of Commodity or Service: _____

SIGNATURE _____

NAME _____

TITLE _____

COMPANY _____

DATE _____

CERTIFICATION REGARDING LOBBYING

The Bidder/Offeror 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 persons 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 to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (PL 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Bidder/Offeror certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Offeror understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

SIGNATURE _____ COMPANY _____

NAME & TITLE _____ DATE _____

**CERTIFICATION REGARDING GOVERNMENT-WIDE DEBARMENT AND
SUSPENSION (NONPROCUREMENT)**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Bidder/Offeror is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Bidder/Offeror is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by _____(agency name). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to _____ (agency name), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE _____

NAME _____

TITLE _____

COMPANY _____

DATE _____

Attachment D

Israel Boycott Statement Explanation

1. Prohibition on Investment in companies that boycott Israel

1.1 Prohibition on contracts with companies boycotting Israel per Government Code 2270 Definitions:

(1) "Boycott Israel" has the meaning assigned by Section 808.001.

(2) "Company" has the meaning assigned by Section 808.001.

(3) "Governmental entity" has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

2. Prohibition on contracting with a company doing business with Iran, Sudan, or a foreign terrorist organization

2.1 Prohibition on contracts with certain companies per Government Code 2252.151

Definitions:

(1) "Company" has the meaning assigned by Section 806.001.

(2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

(4) "Governmental entity" has the meaning assigned by Government Code, Section 2252.001.

2.2 Section 2252.152 - Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

2.3 Section 2252.153 – Listed Companies. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Mandatory

Israel Boycott Statement

Date: _____

Name of Individual: _____

Title: _____

Business Name of Proponent: _____

County of Proponent: _____

Individual on oath swears that the following statements are true:

1. Individual has the authorization by Proponent to make this statement for Proponent.
2. Individual is fully aware of the facts stated in this statement.
3. Individual can read the English language.
4. In accordance with Texas Government Code Section 2270.002, this company does not boycott Israel and will not boycott Israel during the term of this contract.

Signature of Individual

Address

INSURANCE COVERAGE

TYPE OF SERVICE OR CONTRACTOR – BULK ROAD MATERIALS – VARIOUS PRECINCTS

INSURANCE:

All vendors must submit, with bid document, current Certificates of Insurance indicating coverages in the amounts stated below. In lieu of submitting a Certificate of Insurance, vendors may submit, with RFP, a notarized, statement from an Insurance Company, authorized to conduct business in the State of Texas, and acceptable to Montgomery County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of request for quote.

GENERAL LIABILITY

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$1,000,000 Products/ Completed Operations
\$1,000,000 Personal Advertising & Injury
\$ 500,000 Damage to Rented Premises
\$ 5,000 Medical Expense (Any One Person)

Special provisions – 30 Day Notice of Cancellation for material change.

AUTOMOBILE LIABILITY (Coverage applicable to Hired and Non-owned vehicles)

\$1,000,000 Combined Single Limit

WORKER'S COMPENSATION - STATUTORY

EMPLOYERS LIABILITY (E.L.)

\$1,000,000 E.L. Each Accident
\$1,000,000 E.L. Each Employee
\$1,000,000 E.L. Disease Policy Limit

POLLUTION LIABILITY

\$1,000,000 Each Occurrence

Montgomery County is listed as an Additional Insured on the Commercial General Liability, and Auto Liability, when required by a written contract. Waiver of Subrogation in favor of Certificate Holder applies to the Commercial General Liability, Auto Liability and Workers Compensation when required by contract.