

## **PUBLIC NOTICE**

The Howard County Auditor is accepting bids for Bulk Fuel Services.

Specifications may be obtained in the County Auditor's Office, in the Courthouse, 300 S. Main St., Room 202, Big Spring, TX, or by calling 432-264-2210. You may also visit our website at [www.co.howard.tx.us](http://www.co.howard.tx.us).

Bids must be received by 10:00 A.M. on Thursday, October 20, 2021 in the office of the County Auditor, Jackie Olson, 300 S. Main St., Room 202, Big Spring, TX, and will be opened at that time.

Bids will be presented to the Commissioner's Court at 3:30 P.M. on Monday, October 24, 2022 (or the next scheduled Court meeting) for their consideration.

The Court reserves the right to reject any or all bids.

HOWARD COUNTY, TEXAS  
Kathryn Wiseman, County Judge  
300 S Main St., Big Spring, TX 79720  
432-264-2202

BID NUMBER: 2022-10.24

### INVITATION TO BID

ITEM: BULK FUEL SERVICES

Due Date/Opening: Thursday, October 20, 2022 @ 10:00 a.m.  
Date Awarded: Monday, October 24, 2022 @ 3:30 p.m.  
Location: Howard County Commissioners Court Room  
300 S Main St., Big Spring, TX 79720

Specifications and required submittal forms are attached or may be obtained by contacting the Howard County Auditor's Office, Howard County Courthouse, 300 S Main St., Room 202, Big Spring, TX 79720 (432) 264-2210). Eligible bids must be submitted on the form provided by the County. Bids must be sealed and identified on the exterior of the envelope as "**Bulk Fuel Services**" and received at the office of the County Auditor by **Thursday, October 20, 2022, at 10:00 a.m.** Bids will be publicly opened and read aloud at the Howard County Courthouse at 300 S Main St.

The subject bids will be awarded in the Howard County Commissioners Court session to be held on Monday, October 24, 2022 at 3:30 p.m., (or the next Commissioners Court session if the meeting on October 24th does not take place) in the Howard County Commissioners Courtroom, 3<sup>rd</sup> floor of the Howard County Courthouse, Big Spring, TX. Contract for work will be awarded to the successful bidder in accordance with the law for receiving bids for such work. The Howard County Commissioners Court reserves the right to reject any and all bids or to accept the bid deemed to serve the best interest of the County.

## HOWARD COUNTY

### Instructions to Bidder – General Terms & Conditions

1. Bids are solicited for the furnishing of fuel set forth in this invitation to bid. Completed bid proposals must be received in the County Auditor's Office, Big Spring, TX 79720 by the deadline stated above. Bids may be hand delivered to 300 S Main St., Room 202, Big Spring, TX 79720 or mailed to P.O. Box 1949, Big Spring, TX 79721. All bids must be in a sealed envelope clearly marked with the bid item and opening date on the outside of the envelope.
2. Bids received in the County Auditor's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Howard County is not responsible for delayed mail, carrier, etc. **No fax bids will be accepted.**
3. Bids must give full firm name and address of bidder and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or **AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT**. Firm name and authorized signature must appear on each page that calls for this information.
4. Acknowledgement of Addendums to Invitation to Bid;
  - a. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
  - b. Bidders shall acknowledge receipt of any addendums to this solicitation: (1) by signing and returning the addendums; or (2) by identifying the addendums number and date in the space provided for this purpose on the bid form; or (3) by letter. The County must receive the acknowledgement by the time and at the place specified for receipt of bids.
5. Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the Howard County Auditor and the approval of the Commissioners Court.
6. **The County is exempt from federal excise tax**; therefore, tax must not be included in this bid.
7. The bidder agrees if this bid is accepted, to furnish all materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid proposal shall be sixty (60) calendar days unless a different period is noted by bidder at the time the bid is submitted.



8. The County reserved the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities related to the bidding process for the benefit of the County, granted that such waiver is allowed under federal and state laws.
9. The County may hold bids **60 days** after bid opening without taking action. Bidders are required to hold their bids firm for same period of time.
10. Invoices shall be sent directly to the Howard County Auditor's Office, P.O. Box 1949, Big Spring, TX 79721. Invoice should include descriptive information as to the items or services, including product code, item number, quantity, etc.
11. Howard County terms of invoice are net thirty (30) days from the statement date.
12. Bidder's failure to comply with the terms and conditions of a contract associated with an accepted bid, shall be a basis for the termination of the contract by the County. The County shall not pay for supplies which are unsatisfactory. The County may give the Contractor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the validity of the County's termination for non-performance.
13. If quantities are indicated in the bid, they are estimated based upon information at the time bids are requested, unless otherwise stated in the specifications. The County reserves the right to increase or decrease the quantities by any amount it deems necessary to meet its needs without any adjustment in the contract price.
14. Evaluation and Basis for Award
  - a. One contract award is anticipated under this solicitation. Multiple contract awards shall not be made. It is the intent of Howard County to award the bid to the lowest responsive and responsible bidder or to the bidder who provides goods or services at the best value for the County.
  - b. Offerors shall insert the unit price and extended amount for each line item offered on the price schedule. If a line item is offered at "No Cost", enter "No Cost" in the unit price column. Additionally, offeror shall calculate and insert the total price in the space provided on the price schedule. If the event of discrepancies in extended price, unit prices will govern. Cost of delivery is to be included in the unit and extended price. Bids subject to unlimited price increase will not be considered.
  - c. Failure of an offeror to provide prices for all line items listed on the Schedule shall be cause for rejection of the entire offer. However, an offeror may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost".

- d. For the purpose of this bid, the "average rack price" shall be defined as an average of the daily rack pricing from September 1, 2021 thru August 31, 2022. Rack pricing sheets used to calculate the average rack price must be submitted with bid response. Bids submitted without the appropriate rack price sheets will not be considered.
15. If this bid is accepted and approved by the Commissioners' Court, then this bid shall be incorporated into a contract. No oral agreement either expressed or implied shall be valid. No different or additional terms will become part of this contract unless agreed upon by both parties.
16. Bidder must, at the request of Howard County, furnish satisfactory evidence of their ability to furnish the product or services in accordance with the terms and conditions of the specifications. Only bidders who can demonstrate to the satisfaction of the County that they are authorized to sell the proposed equipment or provide the services requested will be considered.
17. By signature hereon affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership, or institution has violated the Antitrust Laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Codes, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
18. The contractor shall make himself familiar with and always shall observe and comply with all federal, state, and local laws, ordinances and regulations that, in any manner, affect the conduct of the work.
19. All insurance requirements, including workers' compensation and liability, as outlined under state law, shall be met prior to any services rendered and shall remain in effect during the time of the contract associated with an accepted bid. Payments shall not become due and payable until such certificates have been filed.
20. The parties herein agree that the contract associated with an accepted bid shall be enforceable in Howard County, Texas; and, if legal action is necessary to enforce it, exclusive venue shall lie in Howard County, Texas.
21. The contract associated with an accepted bid shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.
22. The contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.



23. This bid when properly accepted by Howard County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Howard County. No different or additional terms will become part of this contract.
24. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS DULY APPOINTED OFFICERS, AGENTS AND EMPLOYEES FOR ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF CONTRACTOR'S OFFICERS, AGENTS OR EMPLOYEES.
25. If a court of competent jurisdiction determines that any term of the contract associated with an accepted bid is invalid or unenforceable to any extent under applicable law, the remainder of the contract associated with an accepted bid (and the application of this agreement to other) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent of the law.
26. If the Contractor defaults in the performance of the terms and conditions contained herein, or materially breaches any of its provisions, the County shall have the right to terminate the contract associated with an accepted bid by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.
27. Bidder shall carefully examine the bid forms, general terms and conditions and specifications. Should the bidder find discrepancies in, or omissions from bid forms, general terms and conditions, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should once notify the Auditor's Office (Howard County Courthouse, (432-264-2210) and obtain clarification by addendum prior to submitting any bid. All questions and concerns must be submitted in writing no later than five days prior to bid opening.
28. **Termination of Contract:** Howard County reserves the right to terminate the contract if, in the opinion of Howard County, the successful vendor's and/or contractor's performance is not acceptable, if the County is being repeatedly overcharged, improperly charged, no funds available, or if the County wishes, without cause, to discontinue this contract. Termination will be in written form allowing a **30-day notice**.
29. By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all the general conditions set forth above and any additional specifications and conditions contained within the contract attached.

Respectfully,

***Howard County Commissioners' Court***

## General provisions

The County reserves the right to reject any or all bids, or to accept any items of any bid unless this right is denied by the bidder and is so stated in his bid.

The County will accept the low bid of individual items and award contract to low bidder on each item.

The various quantities estimated in this request are based upon annual consumption and are not guaranteed.

The supplier shall agree to make delivery as requested to the County Warehouse, within approximately forty-eight (48) hours from the time of order.

These provisions shall be incorporated into and shall become a part of the contract between the County and the supplier.

If any discount is shown in bid, please state whether it applies to each delivery or monthly statement. Discounts should be shown for total invoice or monthly statement, not for price per gallon.

Purchase invoices must be provided to the County by the Supplier for gas and diesel. Any increase or decrease in the cost of gasoline, diesel, taxes or delivery fees, will be passed on to the County, as shown on the purchase invoice.

It is understood that the fuel contract for the period October 1, 2022 thru September 30, 2023 can be unilaterally terminated upon 15 to 30 days' notice by either party.

The undersigned agrees that this bid is an offer to sell the items or services listed hereon or attached in accordance with the terms and conditions listed hereon and on the attached pages.

Bid Submitted By: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Address: \_\_\_\_\_

**HOWARD COUNTY**  
**Pricing Schedule**

The Howard County Auditor will accept sealed bids until 10:00 A.M. on October 20, 2022 for the following petroleum products.

**Gasoline**--Unleaded gasoline shall be bid with factory recommended additives. An estimated 20,000 gallons will be purchased. County storage capacity is 6,000 gallons.

Submit Bid as follows:

Freight per gal. \$\_\_\_\_\_, profit per gal. \$\_\_\_\_\_ = \$\_\_\_\_\_ per gal.

Do not include refinery cost when submitting price per gal. The successful bidder will be reimbursed for refinery cost when invoices for payment are submitted.

Please check any item applicable to invoicing and enter actual cost.

Federal Oil Spill Tax:	\$_____	per gal.
Texas Delivery Fee:	\$_____	per load.
State Tax:	\$_____	per gal.
Lust Fee:	\$_____	per gal.

**Diesel Fuel**—Ultra Low Sulfur diesel fuel shall be bid. An estimated 21,000 gallons will be purchased. County storage is 4,800 gallons.

Submit Bid as follows:

Freight per gal. \$\_\_\_\_\_, profit per gal. \$\_\_\_\_\_ = \$\_\_\_\_\_ per gal.

Do not include refinery cost when submitting price per gallon. The successful bidder will be reimbursed for refinery cost when invoices for payment are submitted.

Please check any item applicable to invoicing and enter actual cost.

Federal Oil Spill Tax:	\$_____	per gal.
Texas Delivery Fee:	\$_____	per load.
State Tax:	\$_____	per gal.
Lust Fee:	\$_____	per gal.



**Dyed Diesel Fuel**—Dyed diesel fuel shall be bid for off-road use. An estimated 44,000 gallons will be purchased. County storage is 7,200 gallons.

Submit Bid as follows:

Freight per gal. \$\_\_\_\_\_, profit per gal. \$\_\_\_\_\_ = \$\_\_\_\_\_ per gal.

Do not include refinery cost when submitting price per gallon. The successful bidder will be reimbursed for refinery cost when invoices for payment are submitted.

Please check any item applicable to invoicing and enter actual cost.

Federal Oil Spill Tax:	\$_____	per gal.
Texas Delivery Fee:	\$_____	per load.
L.U.S.T. Fee:	\$_____	per gal.

This Bid will be awarded for the period beginning October 1, 2021 thru September 30, 2022. Bids will be presented to the Commissioners' Court on September 13, 2021 at 3:30 P.M. for their consideration.

HOWARD COUNTY, TEXAS  
KATHRYN WISEMAN, COUNTY JUDGE  
300 S MAIN ST., BIG SPRING, TX 79720  
(432)264-2202 fax (432)264-2238

CONTRACT

STATE OF TEXAS  
COUNTY OF HOWARD

WHEREAS, the attached "Bid Package" which includes the Invitation to Bid, General Terms & Conditions, Specifications, Bid Submittal Form/Pricing Schedule for the product being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.023; and

WHEREAS, the Howard County Commissioners' Court as the governing body of Howard County did on \_\_\_\_\_ award a contract to \_\_\_\_\_ (Contractor/Bidder) for furnishing the materials, equipment, supplies and or services in quantities and at prices as set forth in the above attached Bid Package; and

THEREFORE, knowing all men by these present, that this contract is entered into by Howard County, Texas (hereinafter called "County") and the undersigned Contractor (hereinafter called "Contractor" or "Bidder").

WITNESSETH

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Contractor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate purchase orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes.

THAT IN ACCORDANCE with the attached the County's acceptance of equipment, supplies and services shall be contingent on (1) they conform, (2) they were delivered (if applicable), and (3) services have been satisfactorily performed in the sole determination of the County.

PRIOR AGREEMENTS SUPERSEDED

This Contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein. This contract along with the Bid Package shall be considered a "Contract associated with an accepted bid" as referenced in the Bid Package.

AMENDMENT

No amendment, modification, or alteration of the terms of this contract shall be binding, unless same is in writing, dated subsequent to the date of this contract, and duly executed by an authorized representative of each party.

### CONTRACTOR/BIDDER'S AFFIRMATION

Contractor/Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Pursuant to 262.0276 of the Texas Local Government Code, Contractor/Bidder hereby affirms that Contractor/Bidder is not indebted to Howard County.

IN TESTIMONY WHEREOF; Witness our hands at Howard County, Texas, effective as of the date awarded above, if any.

HOWARD COUNTY

BY \_\_\_\_\_  
Kathryn Wiseman, County Judge

ATTEST \_\_\_\_\_  
Brent Zitterkopf, County Clerk

### CONTRACTOR

\_\_\_\_\_  
Name of Contracting Company

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature of Company Official Authorizing Bid/Offer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone Fax E-mail Address

\*\* Failure to sign the contract page(s) may disqualify the bid from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners' Court and signed by both parties.



## **ADDENDUMS:**

(To be included in Bid Package)

Addendum "A" – Form 1295 (1 page)

Addendum "B" – House Bill 89 (1 page)

Addendum "C" – Conflict of Interest Questionnaire (2pages)

Addendum "D" – Form W-9 (1 page)

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



## HOWARD COUNTY TEXAS

### HOUSE BILL 89 VERIFICATION

*All fields must be completed*

I, \_\_\_\_\_  
*Authorized Company Representative*

The undersigned representative of \_\_\_\_\_  
*Business Name*

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott the country of Israel currently; and
2. Will not boycott the country of Israel during the term of the contract between the above-names Company, business or individual and Howard County Texas.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

*Pursuant to Section 2270.001, Texas Government Code:*

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



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

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

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

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

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

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

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

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- (2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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



ADDENDUM D

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

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

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

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

Social security number									
				-			-		
OR									
Employer identification number									

**Part III Certification**

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

Date ►

**General Instructions**

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

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

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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