

Request for Quotation (RFQ)

DATE ISSUED: OCTOBER 27, 2025

DEADLINE: DECEMBER 5, 2025 AT 2:00 PM

NOTE: QUOTES RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

1. Buyer Information

COMPANY NAME: MCCULLOCH COUNTY

CONTACT PERSON: ROD YOUNG

EMAIL: ROD.YOUNG@CO.MCCULLOCH.TX.US

PHONE: 325-792-8020

ADDRESS: 199 COURTHOUSE SQUARE ROOM 302 BRADY TX 76825

WEBSITE: WWW.CO.MCCULLOCH.TX.US

2. RFQ Description

SUBJECT: MCCULLOCH COUNTY ROAD AND BRIDGE DEPARTMENT IS SEEKING SEALED BIDS FOR MATERIALS FOR THE CONSTRUCTION, REPAIR AND MAINTENANCE OF COUNTY ROADS AND BRIDGES FOR FY 2025-2026.

3. Scope of Work / Specifications

- CRUSHED LIMESTONE FLEX BASE (1 ¾ IN MINUS)
- DECOMPOSED GRANITE GRAVEL
- CRUSHED RECLAIMED ASPHALT MILLINGS
- CRUSHED RECYCLED CONCRETE (3/8 IN-2.0 IN)
- FLOWABLE CONCRETE MIXTURE
- CONCRETE
- BULL ROCK (3 INCHES-5 IN INCHES IN DIAMETER)
- COLD MIX ASPHALT
- NON CRUSHED ROCK/CALICHE MIX) PIT RUN
- FILL MATERIAL (CLEAN ONLY)

4. Quotation Requirements

PLEASE INCLUDE IN YOUR RESPONSE:

- UNIT PRICE OR TOTAL PRICE (MCCULLOCH COUNTY IS A TAX-EXEMPT PURCHASER)
- AVAILABILITY AND SCHEDULING (IF NECESSARY)
- PICK-UP TIME FRAME
- STORAGE FEE (IF APPLICABLE)
- PURCHASING PERIOD: DECEMBER 8, 2025-SEPTEMBER 30, 2026
- ADDITIONAL CHARGES FOR LOADING AT PICK-UP LOCATION
- PRIOR NOTIFICATION FOR SPECIFIC QUANTITIES (IF APPLICABLE)

5. Submission Instructions

SUBMIT YOUR QUOTATION TO: MCCULLOCH COUNTY JUDGE'S OFFICE
MAILING ADDRESS: 199 COURTHOUSE SQUARE ROOM 302 OR PHYSICAL
ADDRESS: COUNTY JUDGES OFFICE 199 COURTHOUSE SQUARE ROOM 302
BRADY TX 76825 BY 2:00 PM ON DECEMBER 5, 2025.

CONTACT PERSON: ROD YOUNG

EMAIL: ROD.YOUNG@CO.MCCULLOCH.TX.US

SUBJECT LINE: ROAD AND BRIDGE MATERIALS REQUEST FOR QUOTE

6. Evaluation Criteria

QUOTATIONS WILL BE EVALUATED BASED ON:

- PRICE COMPETITIVENESS
- COMPLIANCE WITH SPECIFICATIONS
- AVAILABILITY
- VENDOR REPUTATION AND EXPERIENCE

7. Terms and Conditions.

THE BUYER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

THIS RFQ DOES NOT CONSTITUTE A CONTRACT OR OFFER OF EMPLOYMENT.

MCCULLOCH COUNTY UTILIZES THE STATE OF TEXAS PROCUREMENT AND POLICY GUIDE VERSION 3.0., SYSTEM FOR AWARD MANAGEMENT CERTIFICATION, AND ENCOURAGES HISTORICALLY UNDERSERVED AND MINORITY BUSINESSES TO PARTICIPATE.

MANDATORY IN PERSON PRE-BID MEETING WILL BE HELD IN THE COUNTY
COMMISSIONERS' COURT ROOM ON
NOVEMBER 21, 2025 at 1:00 PM

SEALED QUOTES THAT ARE RECEIVED BY THE DEADLINE WILL BE OPENED,
REVIEWED AND AWARDED DURING THE COMMISSIONERS COURT MEETING ON
DECEMBER 8, 2025 AT 9:00 AM

RESPONSE DEADLINE: DECEMBER 5, 2025 AT 2:00 PM

NOTE: QUOTES RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

ALL SUBMITTED QUOTATIONS MUST BE VALID FOR THE REQUESTED DATES LISTED
IN SECTION 4 ABOVE.

A NOTIFICATION OF BID ACCEPTANCE WILL BE CONSIDERED THE CONTRACT
BETWEEN MCCULLOCH COUNTY AND THE AWARDED VENDORS.

1. LATE BIDS

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

2. ALTERING BIDS

Any interlineations, alterations, or erasures made to the BID must be initialed by the signer of the bid before receiving time, guaranteeing authenticity.

3. WITHDRAWAL OF BID

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

4. BID OPENING

BIDs will be received and publicly acknowledged at the location, date, and time stated above. Offerors, their representatives, and interested people may be present. BIDs shall be received and acknowledged only to avoid disclosure of the contents to competing offerors and kept secret during the negotiation/evaluation process.

NOTE: All BIDs shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the BID so identified by the bidder as such.

5. AWARD OF BIDS

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

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

6. **FORMATION OF CONTRACT**

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

7. **CONTRACT TERM**

Contract Term will be December 8, 2025 through September 30, 2026

8. **REFERENCES**

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

9. **INSURANCE**

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

10. **TERMINATION**

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

11. **SEVERABILITY**

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

12. DUTY OF VENDOR

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

13. PERFORMANCE OF CONTRACT

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

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

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

14. CAVEAT

Although every effort has been made to provide accurate and up-to-date information, companies interested in supplying bids should contact County Commissioner Rod Young.

15. VARIATION IN QUANTITY

The County assumes no liability for commodities produced, processed or shipped more than the amount specified herein.

16. NON-EXCLUSIVE CONTRACT

It is expressly understood and agreed that in case McCulloch County should need any item(s) not available from the successful vendor during the term of this contract within the time frame requested, McCulloch County reserves the right to purchase these items from other than the successful vendor. This shall not violate any terms or conditions of this contract.

Further, McCulloch County reserves the right to purchase from or seek another vendor if, at any time, the vendor's prices do not conform to public pricing.

17. REQUIREMENTS OF SPECIFICATIONS

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

18. **SILENCE OF SPECIFICATIONS**

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

19. **CONFLICT OF INTEREST**

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

20. **CONFIDENTIALITY**

All information disclosed by McCulloch County to the successful bidder for the work to be done or information that comes to the attention of the successful bidder during performance of such work is to be kept strictly confidential.

21. **ADDENDA**

Only questions regarding clarification of instructions may be handled verbally. Any interpretations, corrections or changes to this RFQ will be made by addenda. The sole issuing authority of Addenda shall be vested in the McCulloch County Judge. Any addendum will be sent via email to those companies known to have the bid document. Bidders are responsible for ensuring that a correct email address is listed in the County's vendor database and may contact the McCulloch County Judge at frank.trull@co.mcculloch.tx.us to update this information or to specifically request copies of any addenda issued. It is the responsibility of the Bidder to ensure that all addenda are received and included with their submission. Failure to submit all signed addenda may result in bid being considered non-responsive.

22. **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.

23. **ASSIGNMENT**

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

24. **VENUE**

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

25. SUBMISSION OF CONFIDENTIAL MATERIAL

Any BID material that is to be considered confidential must be marked as such by the proposer and will be treated as confidential by McCulloch County.

26. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS

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

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

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

27. INDEMNIFICATION

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

28. WARRANTY

The Vendor shall not limit or exclude any express, written, or implied warranties, and any attempt to do so shall render this contract voidable at the option of McCulloch County. The bidder warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the bidder, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern. **SAFETY WARRANTY:** The vendor warrants that the product sold to the County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the vendor's expense. In the event the vendor fails to make the appropriate correction within a reasonable time, the correction made by the County will be at the vendor's expense.

29. SALES TAX

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

30. DELIVERY (IF APPLICABLE)

Bid cost shall be F.O.B. Destination. If not, show the exact cost to deliver by unit price, extend, and show the total. The actual costs will be based on quantities delivered.

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

31. TITLE AND RISK OF LOSS

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

32. DESIGN, STANDARDS, AND PRACTICES

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

33. PATENTS/COPYRIGHTS

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

34. INVOICES AND POINT OF CONTACT AFTER REQ IS AWARDED

Invoices shall be mailed directly to: Mikkie Williams
McCulloch County Treasurer
199 Courthouse Square
Rm 301

The invoices shall show: Brady, Texas 76825

1. Name and address of successful Bidder
2. Detailed breakdown of all charges for the services or products delivered, stating any applicable period.

35. **PAYMENT**

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

36. **FUNDING**

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

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

37. **DISCOUNTS**

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

38. **DEBARMENT**

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

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

39. **CONFLICTS BETWEEN REQUEST FOR BID AND VENDOR**

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

40. COMPLIANCE

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

41. DISCRIMINATION

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

- a. The successful bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The successful bidder will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. The successful bidder will, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The successful bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the successful bidder's commitments under this section.

42. CONFLICT OF INTEREST QUESTIONNAIRE (CIQ):

Chapter 176 of the Texas Local Government Code requires that any proposer or person considering doing business with a local government entity disclose in the Conflict-of-Interest Questionnaire the proposer's or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. If applicable, this questionnaire, by law, must be filed with the records administrator of McCulloch County within seven (7) days of notice of potential award or within seven (7) days after submitting a bid response. Additionally, a new form must be filed no later than the seventh (7th) business day after the person becomes aware of the facts that require the statement to be filed. The form can be found online at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

By submitting a response to this proposal, the offeror represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code. If required, send complete forms to the McCulloch County Judge's Office located at 199 Courthouse Square, Rm 302, Brady, Texas 76825.

43. **HB 1295**

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

44. **VENDOR RESTRICTIONS REGARDING BOYCOTTS OF ISRAEL**

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

Checklist for Certifications and Documentation:

References

Insurance Certification or Binder Certification

___ Workers' Compensation Acknowledgement

___ Civil Rights Compliance

___ Government Code 2270 Acknowledgement

___ Submission Affidavit

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

EXHIBIT A

VENDOR REFERENCES

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____

Fax: _____

Contract Period: _____

Scope of Work: _____

REFERENCE Two

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____

Fax: _____

Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____

Fax: _____

Contract Period: _____

Scope of Work: _____

EXHIBIT B

VENDOR COMPLIANCE FORM CERTIFICATIONS

(Page 1 of 11)

INSURANCE

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

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

Insurance Requirements:

Workers' Compensation - Statutory Amount

Employer's Liability - \$500,000.00

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

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

Commercial General Liability

Personal injury and property damage:

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

\$1,000,000.00 aggregate

Business Automobile Liability for all vehicles

Bodily Injury and property damage:

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

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

☐ YES, I agree. ☐ NO, I do not agree.

Initial:

CIVIL RIGHTS COMPLIANCE

1. Nondiscrimination

The Project Delivery Firm, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Project Delivery Firm shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.40S(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

2. Solicitations for Subcontracts Including Procurement of Materials and Equipment

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

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

☐ YES, I agree ☐ NO, I do not agree.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

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

Please check all that apply:

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

☐ Minority Owned Business ☐ women Owned Business

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

Certification Number: _____

Name of Certifying Agency: _____

☐ My Company has NOT been certified as a HUB.

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

Initial:

RESIDENT/NONRESIDENT CERTIFICATION

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

Please check (one of the following):

☐

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

☐

I certify that my company is a **Nonresident**

Proposer.

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

Company Name

Address

City

State

Zip Code

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

☐

Yes

☐

No

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

Initial:

NO BOYCOTT VERIFICATION

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

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

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

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

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

☐ YES, I agree. ☐ NO, I do not agree.

Initial:

PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES

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

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

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

☐ YES, I agree. ☐ NO, I do not agree.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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

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

☐ YES, I agree. ☐ NO, I do not agree.

Initial:

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

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

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

1. Vendor Violation or Breach of Contract Terms:

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

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

☐ YES, I agree. ☐ NO, I do not agree.

2. Termination for Cause or Convenience:

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

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

☐ YES, I agree. ☐ NO, I do not agree.

Initial:

3. Equal Employment Opportunity:

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

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

☐ YES, I agree. ☐ NO, I do not agree.

4. Davis-Bacon Act:

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

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

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

☐ YES, I agree. ☐ NO, I do not agree.

5. Contract Work Hours and Safety Standards Act:

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

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

☐ YES, I agree. ☐ NO, I do not agree.

Initial:

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

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

☐ YES, I agree. ☐ NO, I do not agree.

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

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

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

☐ YES, I agree. ☐ NO, I do not agree.

8. Debarment and Suspension:

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

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

☐ YES, I agree. ☐ NO, I do not agree.

9. Byrd Anti-Lobbying Amendment:

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

☐ YES, I agree. ☐ NO, I do not agree.

Initial:

10. Procurement of Recovered Materials:

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

☐ YES, I agree. ☐ NO, I do not agree.

11. Domestic Preferences for Procurements:

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

☐ YES, I agree. ☐ NO, I do not agree.

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

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

☐ YES, I agree. ☐ NO, I do not agree.

13. Profit as a Separate Element of Price:

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

☐ YES, I agree. ☐ NO, I do not agree.

Initial:

COMPLIANCE FORMS SIGNATURE PAGE

(Page 11 of 11)

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

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

Company Name

Signature of Authorized Company Official

Printed Name and Title

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

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?

☐ Yes

☐ No

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?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Name of signatory

Signature

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:

- (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.

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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 II Certification

Under penalties of perjury, I certify that:

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

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

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.

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.

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

STATE OF _____ COUNTY OF _____ BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; That the foregoing bid submitted by _____ hereinafter called "Offeror" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Offeror affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offeror, and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

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

Printed Name of Vendor

Company Name

Signature of Vendor

Title

Address of Vendor

Telephone Number / Fax Number

City, State, Zip

Email Address

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

Notary Public in and for the State of _____

YOU MAY BID ANY OR ALL OF THE FOLLOWING:

	BID PRICE/TON	BID PRICE/yd3
CRUSHED LIMESTONE FLEX BASE	_____	_____
CRUSHED GRANITE GRAVEL	_____	_____
CRUSHED RECLAIMED ASPHALT	_____	_____
CRUSHED RECYCLED CONCRETE	_____	_____
BULL ROCK (3-5 IN)	_____	_____
CHIP ROCK (1/4-3/8 DIAMETER)	_____	_____
PIT RUN LIMESTONE ROCK/CALICHE	_____	_____
COLD ASPHALT MIX	_____	_____

NOTE: EMULSIONS, FLOWABLE FILL CONCRETE, CONCRETE WILL BE DETERMINED BY JOB DESCRIPTION AND PRECINCT COMMISSIONER UPON REQUEST AS THESE ARE MINIMAL USE MATERIALS FOR MCCULLOCH COUNTY.