

COUNTY OF REFUGIO

INVITATION TO BID, BID SPECIFICATIONS AND BID FORM

FOR

**ANNUAL SUPPLY CONTRACT FOR
ROAD MATERIALS, ASPHALTS & FUEL**



BIDS WILL BE RECEIVED UNTIL

3:00 P.M. FEBRUARY 5, 2021

AT THE OFFICE OF

RACHEL A. ELIZONDO, COUNTY AUDITOR

ROOM 107, 808 COMMERCE, REFUGIO COUNTY, TEXAS

PUBLIC BID OPENING WILL BE

3:00 P.M. FEBRUARY 5th, 2021

AUDITOR'S OFFICE

808 COMMERCE, ROOM 107

**COURTHOUSE
REFUGIO, TEXAS**

Refugio County

Complete all forms and return SEALED bid to:

808 Commerce, Room 107
Refugio, Texas 78377
(361) 526-4434

*Name of company must be listed on outside of bid envelope.

Sealed bids will be accepted until 3:00 P.M., Friday, FEBRUARY 5, 2021 at which time they will be publicly opened and read. Bids are expected to be awarded on Tuesday, February 9, 2021 at 9:00 AM during Commissioner's Court regular meeting. Please email link request priscilla.zuniga@co.refugio.tx.us to attend meeting remotely.

*** Refugio County reserves the right to accept or reject any and all bids. ***

By submitting this bid I agree that, if awarded, this material bid form will serve as a true and binding contract with a duration of 1 year beginning on January 1, 2021 and ending on December 31, 2021.

Either party may terminate this agreement upon thirty (30) days written notice to the other party.

Attested by: _____

Company Representative

Company Name

Address

E-mail

Phone #

Fax #

Company Signature

Attested by: _____

(After bid award)

Refugio County Commissioner

Refugio County Commissioner

Refugio County Commissioner

Refugio County Commissioner

Address

Phone #

Fax #

County Judge Signature

INVITATION TO BID

Notice is hereby given that the Commissioner's Court of Refugio County, Texas, will receive sealed bids for the following:

ANNUAL SUPPLY CONTRACT FOR ASPHALTS, ROAD MATERIALS, ~~FUEL & OIL~~

Bid specifications may be obtained on the County website or email
Priscilla Zuniga, First Assistant Auditor
priscilla.zuniga@co.refugio.tx.us

Bidders should use lump sum pricing or unit pricing, if appropriate. No bidders bond will be required.

Payments will be made by the County Auditor from currently budgeted funds in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA.

Bids should be submitted in a sealed envelope to Rachel A. Elizondo, Refugio County Auditor at 808 Commerce, Room 107, Refugio, Texas until 3:00 P.M. **FRIDAY, FEBRUARY 5, 2021** at which time the bids will be opened in the Auditor's Office. Award will be made during Commissioners' Court on Tuesday, February 9, 2021.

The outside of the envelope shall be plainly marked:

**BID - ANNUAL SUPPLY CONTRACT FOR ASPHALTS,
ROAD MATERIALS, ~~FUEL & OIL~~**

Refugio County reserves the right to accept or reject any and/or all bids or any portion of a bid and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Refugio County. Refugio County also hereby expressly reserves the right to take up to forty-five (45) days after formal bid opening to render a decision. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to submit sealed bids and vendors using subcontractors must consider such firms in accordance with 2 CFR 200.321

COUNTY OF REFUGIO, TEXAS

PURCHASE SPECIFICATIONS

1.0 GENERAL TERMS AND CONDITIONS

1.01 Purchase Contract

The successful bidder may be asked to enter into a contract with the County of Refugio. The contract will include the specifications herein listed and any other pertinent information. The contract period will begin January 1, 2021 and terminate December 31, 2021.

1.02 Description of Supplies

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified. A conversion factor for pounds per cubic yard for each Item shall also be furnished.

1.03 Discounts

Bids submitted will be considered as competitive and should reflect any and all discounts offered to the County of Refugio.

1.04 Withdrawal of Bids

Bids may not be withdrawn after the time set for the bid opening. A bid that has been opened is not subject to amendment, alteration, or change for the purpose of correcting an error in the bid price. Bids containing an error may be offered "as is" or withdrawn by the bidder in accordance with applicable State Laws.

1.05 Firm Time of Bids

The bid prices shall remain firm for the term of the contract.

1.06 Pricing

Bidder shall use unit pricing.

Purchase Specifications, Page 2

1.07 Payment

The method of payment shall be from Current Operating funds within thirty (30) days of receipt of correct invoice. Certified weight tickets signed by the Commissioner or his designated representative must accompany each invoice.

1.08 Sales Tax

These items will be exempt from payment of State and Local Sales Tax. The County of Refugio will furnish an Exemption Certificate to the successful bidder if required.

1.09 Late Bids

Bids received after the specified opening time and date will be returned to the Bidder unopened.

1.10 Funding Source

These purchases will be funded by the County of Refugio.

1.11 Bid Document

One complete Bid Document which contains the Invitation to Bid, Bid Specifications and Bid Forms must be returned in its entirety.

1.12 Delivery Time

All materials ordered will be delivered to the delivery site designated and within twenty four (24) hours from the time of order. In the event a contracted vendor is unable to deliver the materials ordered within twenty four (24) hours from the time of order the County reserves the right to re-order the said material from any other vendor.

1.13 Cancellation of Contract

Failure to comply with any an/or all provisions of this contract and any other pertinent requirements of the County of Refugio will constitute grounds for cancellation.

Purchase Specifications, Page 3

1.14 Transportation

All bids must include the cost of transportation FOB - delivery sites as stated herein, unless materials are to be picked up by the County of Refugio at vendor's plant. Refugio County reserves the right to specify the type of delivery vehicle used by the vendor, i.e. belly dump truck, regular dump truck, etc.

1.15 Delivery Sites

- (1) Precinct No. 1 Yard, Refugio, Texas
- (2) Precinct No. 2 Yard, Bonnieview, Texas
- (3) Precinct No. 3 Yard, Refugio, Texas
- (4) Precinct No. 4 Yard, Tivoli, Texas
- (5) Picked up at Vendor's Plant by the County of Refugio.

1.16 Bid Evaluation Factors

- A. **Most Advantageous Bid.** If awarded, the County of Refugio will award contracts to the lowest and/or best responsible bidder which represent the most advantageous bid to the County. In determining the most advantageous bid or proposals, price, quantifiable factors, and other factors are considered. This would include specifications, delivery requirements, the initial purchase price, life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, and other factors contributing to the overall cost of an item. Consideration may be given, but not necessarily limited to conformity to the specifications, product warranty, a bidder's proposed service, ability to supply and provide service, delivery to required schedules, and past performance in other contracts with the County including timely delivery.
- B. **Partial Awards.** Where an invitation to bid includes groups of items bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the County may award the contract for any item or group of items, including transportation as stated on the bid invitation.

Purchase Specifications, Page 4

- C. Reservations. The County expressly reserves the right to:
1. Waive as an informality, minor deviations from specifications that do not impair overall function;
 2. Waive any defect, irregularity or informality in any bid or bidding procedure;
 3. Reject or cancel any or all bids;
 4. Reissue a bid invitation;
 5. Extend the bid opening time and date;
 6. Procure any item by other means;
 7. Increase or decrease the quantity specified in the bid invitation;
 8. Consider and accept an alternate bid as provided herein when most advantageous to the County;
 9. The County of Refugio will not consider alternate bids unless provided for herein.

1.17 Indemnification

The Contractor and its sureties shall defend, indemnify and hold harmless the County of Refugio and all its officers, agents, and employees from all suits, actions or claims of any character, name and description including attorney's fees/expenses brought for any injuries to persons or damages to property in connection with this contract and so much of the money due the Contractor under this Contract as shall be considered money is due, the sureties shall be held, until all suits, actions, and claims shall have been settled and satisfactory evidence to that effect furnished the County. The Contractor and its sureties expressly agree to defend, indemnify and hold harmless the County, its officers, agents, and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the county, its officers, agents or employees.

1.18 HB 1295

Vendor must complete Form 1295 online with the Texas Ethics Commission ("TEC"). The TEC website can be accessed at <http://www.ethics.state.tx.us/file/>. Business entities MUST complete Form online prior to contracting with Refugio County. Upon completing the form, the TEC website will generate a PDF version of the business entity's Form 1295, including creating a unique "Certificate Number" that is stamped in the upper right hand corner of the form. The business entity must then execute a hard copy of the form and submit it to Refugio County with the submitted bid documents. Failure to submit Form 1295 with the bid documents will result in disqualification.

COUNTY OF REFUGIO, TEXAS

PURCHASE SPECIFICATIONS

2.0 INSURANCE REQUIREMENTS

The vendor shall provide the County with delivery of any materials Certificate of Insurance covering the below listed insurance coverages:

A. Workers' Compensation Insurance

Contractors Insurance - The Contractor, before starting work on the Project, must furnish to the Owner, Certificates of Insurance or other evidence from a reputable insurance company or companies (such companies to be acceptable to the Owner) licensed to write insurance in the State of Texas, showing that the Contractor is covered by the insurance as follows:

1. **WORKERS' COMPENSATION INSURANCE:** The Contractor shall maintain, during the life of this contract, Workers' Compensation Insurance on employees to be engaged in work on the project under this contract, and for all subcontractors. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workers' Compensation Statute, the Contractor shall provide adequate employer's general liability insurance for the protection of such of his employees not so protected.

a. **Definitions:**

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's / person's work on the project has been completed and accepted by Refugio County.

Persons providing services on the project ("subcontractor" in Article 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which 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 a project. "Services" does not include activities unrelated to the project, such a food / beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to Refugio County prior to being awarded the contract.
- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with Refugio County showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to Refugio County:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so Refugio County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Contractor shall notify Refugio County in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) provide coverage, based on reporting of classification codes and

payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to that Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- (6) notify Refugio County in writing by certified mail or personal delivery within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs i. (1) - i. (6), with the certificates of coverage to be provided to the person for whom they are providing services.

j By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to Refugio County that all employees of the Contractor who will provide services on the project will be covered by Workers' Compensation coverage 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 commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles Refugio County to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Refugio County.

B. Comprehensive General Liability Insurance
Amounts - Bodily Injury \$500,000 each occurrence
Property Damage \$100,000 each occurrence
\$100,000 for aggregate

or

Commercial General Liability Insurance
Amount - \$600,000 Combined Single Limit

C. Comprehensive Automobile Liability Insurance or Texas Business Auto Policy
Amounts - Bodily Injury \$250,000 each person
\$500,000 each occurrence
Property Damage \$100,000 each occurrence

This insurance shall be kept in force until the termination of contract. If for any reason insurance coverage is not kept in force, all deliveries will be stopped until an acceptable Certificate of Insurance is provided to the County.

The vendor shall be responsible for any deductions stated in the policy.

COUNTY OF REFUGIO, TEXAS

PURCHASE SPECIFICATIONS

3.0 ASPHALTS, ITEM 300

3.01 General Provisions

The County of Refugio will accept sealed bids for an Annual contract to supply Asphalt, Item 300. During the period of the purchase contract, the County will buy only the actual quantity required. These supplies will be awarded on the date as approved by Refugio County Commissioners' Court. The County reserves the right to reject any or all bids, and to accept the one deemed most advantageous to the County.

3.02 Materials - CRS-2

All material and supplies, before being accepted, may, at the County's option, be inspected and tested by the County and shall conform to "Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges" Item 300. Sampling and testing of all materials or supplies may be required by the county. The materials tests shall be as specified under Item 300 as stated above. Any and all expenses incurred as a result of said test shall be borne by the successful bidder.

Subject to conditions established by the County, pretested and approved materials or supplies may be accepted by the County.

All materials or supplies not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the delivery site by the successful bidder.

All bidders shall submit with their bid a certified test report in accordance with the requirements as stated in Item 300 and dated within the preceding (30) thirty days from an independent testing laboratory for said materials.

3.03 Bidder Information

Firm Name: _____

Address: _____

Phone Number: _____

Signature of
Authorized
Representative: _____

BID QUOTATION FORM

Type CRS-2 Emulsion Asphalt

\$ _____
Per Gallon/Delivered
Pct 1 - Refugio

\$ _____
Per Gallon/Delivered
Pct 2 - Bonnieview

\$ _____
Per Gallon/Delivered
Pct 3 - Refugio

\$ _____
Per Gallon/Delivered
Pct 4 - Tivoli

NOTE: Transportation cost to delivery sites as stated herein must be included in unit price per gallon. Please refer to paragraph 1.12 Delivery Time concerning delivery time requirements.

ALL TAXES ARE TO BE EXCLUDED FROM BID

In submitting the above, the vendor agrees that acceptance of any or all quotations by the County of Refugio within a reasonable period constitutes a contract.

Per: _____

Title: _____

Date: _____

PURCHASE SPECIFICATIONS

4.0 CRUSHED LIMESTONE BASE and AGGREGATE FOR SURFACE TREATMENT

4.01 General Provisions

The County of Refugio will accept sealed bids for an Annual Contract to supply Crushed Limestone Base and Aggregate for Surface Treatment. During the period of the purchase contract, the County will buy only the actual quantity required. These supplies will only be ordered as needed. The Purchase Contract will be awarded on the date as approved by the Refugio County Commissioners' Court. The County reserves the right to reject any or all bids and to accept the one deemed most advantageous to the County.

4.02 Materials

A. Crushed Limestone Base

The material shall conform to the requirements of "Texas Department of Transportation Standard Specifications" as stated above, Item 247, Type A, Grade 1 (Crushed Limestone).

B. Aggregate for Surface Treatment

This item shall govern for precoated aggregates used in the construction of surface treatments and conform to the requirements of "Texas Department of Transportation Standard Specifications" as stated in Item 302, Type PB, Grades 3 and 4.

4.03 Bidder Information

Firm Name _____

Address _____

Telephone No. (____) _____

Signature of
Authorized
Representative _____

BID QUOTATION

Crushed Limestone Base, Type A, Grade 1

\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Per ton	Per ton	Per ton	Per ton	Per ton
Delivered	Delivered	Delivered	Delivered	Picked Up
Pct 1-Refugio	Pct 2-Bonnieview	Pct 3-Refugio	Pct 4-Tivoli	

Surface Treatment Aggregate, Type PB, Grade 3

\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Per ton	Per ton	Per ton	Per ton	Per ton
Delivered	Delivered	Delivered	Delivered	Picked Up
Pct 1-Refugio	Pct 2-Bonnieview	Pct 3-Refugio	Pct 4-Tivoli	

Surface Treatment Aggregate, Type PB, Grade 4

\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Per ton	Per ton	Per ton	Per ton	Per ton
Delivered	Delivered	Delivered	Delivered	Picked Up
Pct 1-Refugio	Pct 2-Bonnieview	Pct 3-Refugio	Pct 4-Tivoli	

NOTE: TRANSPORTATION COST TO DELIVERY SITES AS STATED HEREIN MUST BE INCL PRICE. ALL TAXES ARE TO BE EXCLUDED FROM BID.

In submitting the above, the vendor agrees that acceptance of any or all quotations by the County of Refugio within a reasonable period constitutes a contract.

PER: _____

TITLE: _____

DATE: _____

Fuel Purchase Specifications

- 1.1 Refugio County is now accepting formal bids for a one- year contract for the purchase of gasoline and diesel fuel. The contract period will begin January 1, 2021 and terminate December 31, 2021.
- 1.2 This contract may be cancelled with thirty (30) days written notification of either party.
- 1.3 Purchase contracts may be awarded individually by respective Refugio County Commissioner Precincts or Sheriff's Department and any given precinct or Sheriff's Department location may elect to award a contract to more than one company, depending on that company's prices and its plant's proximity to the specified delivery location.
- 1.4 Prices on gasoline and diesel fuel are to be on a refinery cost per gallon plus markup basis, to include transportation costs and be delivered to

1. Precinct #1, Refugio, Texas
2. Precinct # 2, Bonnieview, Texas
3. Precinct #3, Refugio, Texas
4. Precinct #4, Tivoli, Texas
5. Sheriff's Department, Refugio, Texas

Refugio County will use the markup prices as the criteria to determine the successful bidder for gasoline and diesel fuel. Verification of refinery costs or refiner's other documentation for delivery dates may be requested periodically. Fuel storage tanks must be provided as needed. Hazardous warning placards must also be provided.

- 1.5 This invitation and accompanying bid sheet, when completed by bidder, constitutes a legally binding offer and becomes the governing contract document between Refugio County and the successful bidder upon formal award of the bid. Refugio County hereby expressly reserves the right to reject any incomplete bid.
- 1.6 Successful bidder shall invoice Refugio County for each purchase with the invoice designation the precinct or department location which purchased said product. Signed delivery tickets must accompany each invoice.

BID SHEET, PAGE 2

Additional information may be obtained from the following County Commissioners.

- Precinct #1 Roy Payne
132 Padilla Road, Refugio, TX 78377
(361) 526-2897

- Precinct #2 Stanley Tuttle
355 FM 629 (Bonnieview) Woodsboro, TX 78393
(361) 543-4378

- Precinct #3 Gary Wright
111 Padilla Road, Refugio, TX 78377
(361) 526-2017

- Precinct #4 Blaine Wolfshol
403 Gin Street, Tivoli, TX 77990
(361) 286-3214

- Sheriff's Annex Gary Wright, Chief Deputy
1017 Houston St, Refugio, TX 78377
(361) 526-2351

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

VENDOR

PHONE #

FAX #

SIGNATURE

TITLE

DATE

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.

RFB / RFP / Contract #

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with governmental entity

Date Signed

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

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

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____
Notary Public

My commission expires _____

CHILD SUPPORT STATEMENT CERTIFICATION

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

According to state law, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:

1. receive payments from state funds under a contract to provide property, materials, or services;
or
2. receive a state-funded grant or loan.

Each participant hereby certifies that the business entity and its principals, partners, shareholders, or co-owners are not more than 30 days delinquent in paying child support.

Name of Contractor: _____ SSN: _____

Signature: _____

Title: _____

Name of Contractor: _____ SSN: _____

Signature: _____

Title: _____

Add names, signatures, and titles of additional partners if applicable.