

HOUSTON COUNTY, TEXAS
JIM LOVELL, COUNTY JUDGE
401 E. GOLIAD, STE 201, CROCKETT, TX 75835
936-544-3255 X 224 – FAX-936-544-8053

BID NUMBER: 2023-2

INVITATION TO BID

ITEM:	PETROLEUM – GAS/DIESEL FOR CO VEHICLES & AIRPORT FUEL
DEADLINE:	April 20, 2023 @ 11:00 am
Date of Opening:	April 20, 2023 @ 11:05 am
Location:	Houston County Auditor's Office, County Annex Building 401 E. Goliad, Ste 204, Crockett, TX 75835
Date of Award:	April 25, 2023 @ 10:00 am
Location:	Houston County Commissioners Court Room 401 E Goliad, Crockett, TX 75835

Period of Contract: May 1, 2023 through April 30, 2024

GENERAL CONDITIONS/INSTRUCTIONS

1. Bids are solicited for furnishing the materials set forth in this invitation to bid. Completed bid proposals must be received in the County Auditor's Office, 401 E. Goliad, Ste 204, Crockett, Texas 75835 by the deadline stated above. *All bids must be in a sealed envelope clearly marked with the bid item and opening date on the outside of the envelope.*
2. Bids received in the County Auditor's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Houston County is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the purchasing office shall be the official time of receipt. **No fax bids will be accepted.**
3. Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the Houston County Auditor and the approval of the Commissioners Court.

4. The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid
5. The bidder agrees if this bid is accepted, to furnish any and all materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid proposal will be sixty (60) calendar days unless a different period is noted by bidder at the time the bid is submitted by bidder.
6. The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities related to the bidding process for the benefit of the County, granted that such waiver is allowed under federal and state laws.
7. Invoices shall be sent directly to the Houston County Auditor's Office, 401 E. Goliad, Ste 204, Crockett, Texas 75835. Payments will be processed after confirmation that all materials have been received satisfactorily and no unauthorized materials have been received.
8. Houston County terms of invoice are net thirty (30) days from statement date.
9. Bidder shall furnish the required materials at the price quoted and will not raise the price for the first one hundred and eighty (180) days of the contract regardless of price increases.
10. The County may extend the contract associated with an accepted bid provided that all terms and conditions of the contract remain unchanged and in full force and effect. Exceptions to this section shall be made for extensions of the contract period and adjustment of any price cited in the contract. The County's option to renew shall be in writing and shall be signed by both parties prior to the expiration of this contract. The normal extension period shall be in ninety (90) day increments. The total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of original contract period plus one hundred and eighty (180) days.
11. Bidder's failure to comply with the terms and conditions of a contract associated with an accepted bid, shall be a basis for the determination of the contract by the County. The County shall not pay for supplies which are unsatisfactory. The County may give Contractor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the validity of the County's termination for non-performance.
12. If quantities are indicated in the bid they are estimated based upon information at the time bids are requested. The County reserves the right to increase or decrease the quantities by any amount it deems necessary to meet its needs without any adjustment in the contract price.
13. The extension of the contract associated with an accepted bid is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any fiscal year, Contractor may elect to terminate this agreement, with no additional liability to the County. County and Contractor agree that termination shall be Contractor's sole remedy under this circumstance.

14. The bid award shall be based on, but not necessarily limited to the following factors:
- Total price
 - Special needs and requirements of Houston County
Houston County's evaluation of Contractor's ability
 - Contractor's past performance record with any Texas County
15. If this bid is accepted and approved by the Commissioners Court then this bid shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract unless agreed upon by both parties.
16. The Contractor shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations that, in any manner, affect the conduct of the work.
17. All insurance requirements, including workers' compensation and liability, as outlined under state law, shall be met prior to any services rendered and shall remain in effect during the time of the contract associated with an accepted bid. Payments shall not become due and payable until such certificates have been filed.
18. The parties herein agree that the contract associated with an accepted bid shall be enforceable in Houston County, Texas; and, if legal action is necessary to enforce it, exclusive venue shall lie in Houston County, Texas.
19. The contract associated with an accepted bid shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.
20. The contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.
21. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS DULY APPOINTED OFFICERS, AGENTS AND EMPLOYEES FOR ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF CONTRACTOR'S OFFICERS, AGENTS OR EMPLOYEES.**
22. If a court of competent jurisdiction determines that any term of the contract associated with an accepted bid is invalid or unenforceable to any extent under applicable law, the remainder of the contract associated with an accepted bid (and the application of this agreement to other) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
23. If the Contractor defaults in the performance of the terms and conditions contained herein, or materially breaches any of its provisions, the County shall have the right to terminate the contract associated with an accepted bid by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.

24. By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the contract attached.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jim Lovell", is written over a horizontal line.

Jim Lovell,
Houston County Judge

HOUSTON COUNTY, TEXAS
JIM LOVELL, COUNTY JUDGE
401 E. GOLIAD, STE 201, CROCKETT, TX 75835
936-544-3255 X 224 – FAX-936-544-8053

CONTRACT

STATE OF TEXAS
COUNTY OF HOUSTON

WHEREAS, The attached "Bid Package" which includes the **Invitation to Bid, General Conditions/Instructions, Specifications, Proposal, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, the Houston County Commissioners Court as the governing body of Houston County did on _____, 20_____ award a contract to _____ (Contractor/Bidder) for furnishing the materials, equipment, supplies and/or services in quantities and at prices as set forth in the above-attached Bid Package; and

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

WITNESSETH

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

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

PRIOR AGREEMENTS SUPERSEDED

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

AMENDMENT

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

CONTRACTOR/BIDDER'S AFFIRMATION

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

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

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

HOUSTON COUNTY

BY _____
Jim Lovell, County Judge

ATTEST: _____
Terri Meadows, County Clerk

CONTRACTOR

Name of Contracting Company

Contact Name

Title

Mailing Address

City

State

Zip Code

Signature of Company Official Authorizing Bid/Offer

Printed Name

Phone

Fax

E-mail address

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

SPECIFICATIONS

1. **Bid Purchase:** Supplier will be required to notify the County Official placing an order in the event of unforeseen delays in the delivery of specified shipments.

If the Supplier fails to deliver by the specified delivery date or is unable to give acceptable reasons for the delay, Houston County reserves the right to cancel the portion of the order(s) that the Supplier has failed to deliver and purchase it elsewhere, charging the difference in price to the Supplier awarded the contract.

The County reserves the right to purchase materials/supplies from another supplier if the successful bidder cannot fill an order when needed.

2. **Insurance:** Bidder shall provide insurance as pertains to the State Department of Highways and Public Transportation. A Certificate of Insurance, listing Houston County, Texas as certificate holder, should be provided prior to the beginning of any services being rendered.

- a. Certificate of Insurance Requirements to specify the following limits:

- i. Workers Compensation: Statutory Limits
 - ii. Auto Liability: \$500,000.00 Combined Single Limit
 - iii. General Liability: \$500,000.00 Combined Single Limit

3. **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 1295 online prior to contracting with Houston County.

- a. 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.
 - b. The business entity must then execute a hard copy of the form and submit it to Houston County with the submitted bid documents. Failure to submit Form 1295 with bid documents will result in disqualification.
 - c. Example form can be found on Page 14.

4. **Conflict of Interest Questionnaire** - Beginning January 1, 2006 a new state law (Chapter 176 of the Texas Local Government Code) requires the filing of Conflict of Interest Questionnaires by individuals and businesses. The questionnaire requires disclosures describing certain business and gift giving relationships (if any) the filers may have with the Houston County Commissioners Court members and other elected/appointed officials.

- a. The law applies to:
 - i. Businesses and individuals who contract with Houston County,
 - ii. Businesses and individuals who seek to contract with Houston County, (regardless of whether a bidder is awarded the contract), and
 - iii. Agents who represent such businesses in their business dealings with Houston County.

- b. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, and agent who is subject to the law's filing requirement.
 - c. This form can be accessed at <https://www.ethics.state.tx.us/forms/CIQ> and must be returned with the submitted bid documents. The form is on Page 15 and Page 16.
- 5. **References** – Provide 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 on attached form – Page 17.
- 6. **Request for Taxpayer Identification Number and Certification** – Vendor must complete a W-9 Form as attached with bid documents. See Page 18.
- 7. **Options:**

A. Delivered to Precinct Barns / Constable / County Airport

All delivery and freight charges (FOB Houston County designated location) are to be included in the bid price for Aviation Fuel and Gasoline/Diesel. All deliveries are to be made during regular working days, and between the hours of 7:00 AM and 3:00 PM, unless otherwise requested by the County. Deliveries will be made within 24 hours from the time requested by authorized Houston County personnel.

Fuel delivery shall be made from vehicles equipped with State regulated and approved metering devices. Delivery reports shall be furnished in duplicate with one copy left at each delivery location and one copy attached to an itemized statement. Personnel at delivery locations shall "stick" fuel tanks before and after delivery.

The vendor shall be held responsible for all spillage which may occur during transit and unloading operations. The vendor shall immediately report any spillage to the office that ordered the fuel and clean up the spillage. Failure to do so shall initiate corrective action and back charge to the vendor of any incurred costs.

Locations for Deliveries:

Houston County Airport -149 Airport Road, Crockett, Texas
Precinct 1 – 203 South College, Grapeland, Texas
Precinct 2 – 603 San Antonio Road, Crockett, Texas
Precinct 3 – 836 FM 1280, Lovelady, Texas
Precinct 4 – 505 Welch St, Kennard, Texas
Environmental Officer – 110 E Houston, Crockett, Texas

B. "At the Pump" fill up

Supplier is to provide fuel at a location within Houston County as needed during regular working hours (prefer 8 am or earlier to 5 pm or later) to the authorized employees of Houston County at your location with detail prescribed billing per fill up. The detail billing should include the date, price per gallon for that day, as well as vehicle unit number, initials and employee identification number and current mileage of vehicle to be provided by the employee.

In the event the Supplier is unable to furnish any fuel needed outside the hours of operation or on an emergency basis, the County reserves the right to purchase these items from the source of its choice without causing the cancellation of this contract.

8. BID PRICING ON AVIATION FUEL:

The method used to obtain a delivered price for aviation fuel is based on the bulk loading terminal price the day product is delivered **plus** a CONSTANT PRICE quotation which includes the bidder's overhead, applicable Federal and State Taxes, and profit, for a TOTAL COST to the County.

9. BID PRICING ON GASOLINE AND DIESEL:

The method used to obtain a delivered price for gasoline and diesel fuels is based on the bulk loading terminal DAILY RACK AVERAGE, using the unbranded average net price with the Federal Super Fund as quoted by the OPIS DIRECT using HEARNE, TX, the day product is delivered **plus** a CONSTANT PRICE quotation which includes the bidders overhead, State Tax, and profit, for a TOTAL COST to the County.

10. If there is a charge for providing the **OPIS DIRECT** report with invoices, this will be indicated on EXHIBIT B. The cost to the county, if any, will be added to the TOTAL FOR PRODUCT calculation in the bid comparison for final evaluation. Payment for the OPIS DIRECT report will be in the form of a reimbursement to the vendor. Vendor will provide a copy of the OPIS invoice along with proof of payment to OPIS.

11. DAILY RACK AVERAGE:

The daily rack average is an average of the prices posted by the companies using a terminal to store and load out their petroleum products.

The Unbranded Rack Average net price with the Federal Super Fund is posted by Opis Direct each day between 10:00 AM and Noon.

NOTE:

- The Daily Rack Average is used for pricing purposes ONLY. The successful bidder is not restricted to obtain products from any specific terminal.
- The Daily Rack Average shall be the unbranded net quote and shall include the Federal Superfund amount per gallon.
- The prior days quote shall be used when deliveries are made on days that are not quoted.

- Successful bidder shall obtain the rack average price from Opis Direct for him/herself and enclose a copy of it with each bill for the day product is delivered at no additional expense to the County.

12. **CONSTANT PRICE:**

The bid constant is the amount per gallon the bidder submits as a constant price.

NOTE:

- Included in the constant figure is all of the bidders overhead costs including delivery to the various precincts and Constable's department, the \$.20 per gallon Texas tax (subject to increase or decrease by the state and adjusted accordingly), and the Profit the bidder adds for him/herself.
- This Constant remains the same throughout the contract period.

13. **TOTAL COST:**

The DAILY RACK AVERAGE is added to the CONSTANT PRICE. The result is the TOTAL amount Houston County is to pay on receipt of product.

EXHIBIT A
TO BE COMPLETED BY BIDDER

The following materials will meet or exceed your specifications. Prices are effective for a period of one year beginning May 1, 2023 through April 30, 2024.

AV Gas Low Lead 100 Aviation Fuel:

Location of Terminal used for Bid Base: _____

Date of Price: _____

Price at Terminal: \$ _____

Bidder's Markup: \$ _____

Taxes/Fees Per Gallon: \$ 0.3959 per gallon

<i>Federal Excise Tax -</i>	<i>\$0.19300</i>
<i>Federal Leaking Underground Storage Tank Tax -</i>	<i>\$0.00100</i>
<i>Federal Oil Spill Tax -</i>	<i>\$0.00190</i>
<i>Texas State Excise Tax -</i>	<i>\$0.20000</i>
	<i>\$0.39590 per gallon</i>

Additional Delivery Fee (if applicable): \$ _____

Total Unit Price: \$ _____

Submitted by:

Company Name: _____

Signature: _____ **Title:** _____

Print Name: _____ **Date:** _____

Address: _____

Phone Number: _____ **Fax Number:** _____

Email: _____

This agreement is nonexclusive and in no way restricts the County's ability to competitively bid for the same or similar materials and services or the County's sole discretion to contract for such materials and services with other contractors.

EXHIBIT B

TO BE COMPLETED BY BIDDER

(May choose one OR both options to bid)

The following materials will meet or exceed your specifications.

MAXIMUM ANNUAL CHARGE, IF ANY, FOR OPIS DIRECT REPORT

\$ _____

OPTION 1 – Bulk Fuel Delivery to Precincts and Constable

GASOLINE: Gasoline shall contain a detergent package to reduce build up deposits

Regular Unleaded (87 or above Octane)

DAILY RACK AVERAGE Plus a CONSTANT PRICE OF \$._____per gallon

DIESEL FUEL: *To meet ASTM specifications D396*

Off Road DAILY RACK AVERAGE Plus CONSTANT PRICE OF \$._____per gallon.

On Road - *Sulphur content no more than .05%*

DAILY RACK AVERAGE Plus CONSTANT PRICE OF \$._____per gallon.

OPTION 2 – “At the Pump” fuel for authorized county vehicles including Sheriff’s Office fleet.

GASOLINE: Gasoline shall contain a detergent package to reduce build up deposits

Regular Unleaded (87 or above Octane)

DAILY RACK AVERAGE Plus a CONSTANT PRICE OF \$._____per gallon

DIESEL FUEL: *To meet ASTM specifications D396*

On Road - *Sulphur content no more than .05%*

DAILY RACK AVERAGE Plus CONSTANT PRICE OF \$._____per gallon.

Number of Locations within Houston County: _____

Address of Locations within Houston County: _____

Hours of Operation to be considered for use by County Departments:

Sunday - ____ to ____ Monday - ____ to ____ Tuesday - ____ to ____ Wednesday - ____ to ____

Thursday - ____ to ____ Friday - ____ to ____ Saturday - ____ to ____

Items to be considered when determining lowest and best contract for Option 2 will include, but not limited to, lowest CONSTANT PRICE, distance from the Houston County Justice Center (700 South 4th Street, Crockett, Texas) to the location(s) and hours of availability.

Submitted by:

Company Name: _____

Signature: _____ Title: _____

Print Name: _____ Date: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email: _____

This agreement is nonexclusive and in no way restricts the County's ability to competitively bid for the same or similar materials and services or the County's sole discretion to contract for such materials and services with other contractors.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

<p>Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.</p>		<p>OFFICE USE ONLY</p>																																							
<p>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</p>																																									
<p>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</p>																																									
<p>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</p>																																									
<p>4</p> <table border="1"> <thead> <tr> <th rowspan="2">Name of Interested Party</th> <th rowspan="2">City, State, Country (place of business)</th> <th colspan="2">Nature of Interest (check applicable)</th> </tr> <tr> <th>Controlling</th> <th>Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																		
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<p>5 Check only if there is no Interested Party. <input type="checkbox"/></p>																																									
<p>6 UNSWORN DECLARATION</p> <p>My name is _____, and my date of birth is _____.</p> <p>My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p style="text-align: center;">(month) (year)</p> <p style="text-align: center;">_____ Signature of authorized agent of contracting business entity (Declarant)</p>																																									
<p>ADD ADDITIONAL PAGES AS NECESSARY</p>																																									



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 Legislature, 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). [SEE BACK OF FORM FOR COMPLETE DEFINITIONS]

By law this questionnaire must be filed with the Houston County Auditor (401 E. Goliad, Ste 204, Crockett, TX 75835) not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. Section 176.006(a-1), Local Govt 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.

If Vendor has an affiliation with any local government officer, Vendor must complete the rest of the form. If none, complete section 1, write NONE in section 3, sign and date section 7, then return form.

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

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

...

(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.

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: _____

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	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; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	HOUSTON COUNTY AUDITOR 401 E GOLIAD, CROCKETT TX 75835 BILLING@CO.HOUSTON.TX.US
	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

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? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.