# Invitation to Bid (ITB)

# Bid 2017-14

# Annual Contract for Janitorial Supplies

Due: **October 14, 2016** before **2:00p.m.**

**Public Notice**

Notice is hereby given that Webb County is currently accepting sealed BIDs for Janitorial Supplies. All BIDs are subject to the Terms, Conditions, & Provisions, of this solicitation.

The accompanying price schedule(s), terms, conditions, provisions, specifications, and all other forms in this BID package are ***due before 2:00p.m. (Central time), on October 14, 2016.*** BIDs received after the due date and time will not be accepted. All BIDs will be formally opened and read publicly at 2:00pm on October 14, 2016 at the Webb County Clerk's Office located at 1110 Victoria-Suite201, Laredo, TX 78040.

Copies of this BID package are available on our website:
http://www.webbcountytx.gov/PurchasingAgent/SolicitationAnnualContracts/

**Please submit one (1) original BID package and one(1) copy in a sealed envelope clearly marked:**
*BID 2017-14 Annual Contract for Janitorial Supplies*

**Please Mail or Hand Deliver proposals to:**
**Webb County Clerk's Office**
**1110 Victoria-Suite 201**
**Laredo, TX 78040**

**1.0 Conditions**

a. All quotations must be submitted with specification forms included in this BID package. Webb County will not accept price schedules that are submitted on forms other than those furnished in this BID package.

b. Webb County reserves the right to hold all BIDs for a period of thirty (30) days from the date of the public opening, without taking action thereon.

c. Webb County reserves the right to reject any and all BIDs, to waive defects and formalities in such BID, and to award a contract to the vendor which it considers has submitted the BID with the overall best value.

d. It is a requirement of the proposer to acquaint fully with the conditions of the specifications. The failure or omission of any vendor to examine any form, instrument, or document shall in no way relieve him from any obligation of this BID invitation.

e. Vendor must fill out all portions of the BID unless otherwise stated in the BID package.

f. **Contract Term/Extension: October 24, 2016 to September 30, 2017** Webb County will consider extending this contract for one (1) additional one (1) year period contingent upon pricing remaining constant during the extension period. *Please indicate below if your company would be interested in an extension*.

**YES**_____ **NO**_____

**Scope of Service:**

**Webb County is currently seeking interest vendors to furnish Janitorial supplies to all Webb County Departments.**

**If you are interested in participating in this Bid, please provide a copy of your catalog, and stipulate a fixed discount below. Discount must remain fixed during the life of the contract.**

**Discount:**
**Discount for Janitorial Supplies _____% off (Catalog price)**

**If your company participates in a Purchasing Cooperative and/or has been awarded a contract by the State of Texas please state the Cooperative below along with your Cooperative Contract Number. Please include your Cooperative Contract Pricing in this bid package.**

_____ _____

**Cooperative Name** **Cooperative Contract #**

PRICE CHANGES: No price changes or discount changes will be permitted for any item during the entire period of this contract. All prices will remain firm for duration of this contract.

COUNTY DEPARTMENTS: Deliveries shall be made by Contractor to all current and future county departments at **delivery addresses within Webb County**. All orders shall call for standard commercial packing, packaging, and quantities, as applicable. Items delivered shall be fully assembled, tested, and ready for immediate use. All deliveries should include all the following locations:

**COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT**
1110 Victoria Suite 104
**South Laredo office**
3802 South Zapata Hwy

**COMMISSONERS OFFICE**
1000 Houston
Commissioner Pct. 1
Commissioner Pct. 2
Commissioner Pct. 3
Commissioner Pct. 4

**CONSTABLE PCT. 1**
Rudy Rodriguez
1110 Victoria Suite 102

**CONSTABLE PCT. 2**
Mike Villrreal & Adrian Cortez
901 S. Milmo

**Constable 3**.
Adrian Cortez

**CONTABLE PCT. 4**
Harold DeVally

**COUNTY ATTORNEY**
Marco Montemayor
1110 Washington St., Suite 301

**COUNTY JUDGE**
Honorable Tano Tijerina
1000 Houston

**COUNTY TREASURER**
Delia Perales
1110 Washington Suite 202
Accounts Payable

**COURTS:**

**County Court at Law No. 1**
Judge Hugo Martinez
1110 Victoria Suite 303

**County Court at Law No. 2**
Judge Jesus Garza
1110 Victoria Suite 404

**Drug Impact Court**
1110 Victoria Suite 205

**111th District Court**
Judge Monica Notzon
1110 Victoria Suite 301

**341st District Court**
Judge Becky Palomo
1110 Victoria Suite 302

**49th District Court**
Judge Joe Lopez
1110 Victoria Suite 304

**406th District Court**
Judge Oscar J. Hale
1110 Victoria Suite 402

**Cluster Court**
Judge Paul D. Gallegos
1110 Victoria Suite 301

**Pre-Trial Services**
1110 Victoria Suite 501

**Justice of the Peace Pct. 1 Pl. 1**
Judge Hector Liendo
1110 Victoria Suite 106

**Justice of the Peace Pct. 1 Pl 2**
Judge Oscar Liendo
1110 Victoria Suite 103

**Justice of the Peace Pct. 2**
Judge Ramiro Veliz
901 S. Milmo

**Justice of the Peace Pct. 2 Pl. 2**
Judge Danny Dominguez
3710 Loop 20 Bldg. Suite. 3

**Justice of the Peach Pct. 3**
Alfredo Garcia

23299 HWY 359

**Justice of the Peace Pct. 4**
Judge Pepe Salinas
8501 San Dario

**COUNTY AUDITOR**
**Mr. Leo Flores**
1110 Washington Suite 201

**COUNTY CLERK**
Margie Ramirez Ibarra
1110 Victoria Suite 201

**COUNTY ENGINEER**
1620 Santa Ursula

**ECONOMIC DEVELOPMENT DEPARTMENT**
1000 Houston 1st Fl.

**COUNTY EXTENSION OFFICE**
7209 E. Saunders Suite 5

**MANAGEMENT INFORMATION SYSTEMS**
1110 Washington Suite 304

**DISTRICT ATTORNEY -49 JUDICIAL DISTRICT**
Isidro Alaniz
1110 Victoria Suite 401

**DISTRICT CLERK**
Esther Degollado
1110 Victoria Suite 202

**ELECTIONS ADMININSTRATOR**
**Mr. Oscar Villarreal**
1110 Washington Suite 103

**HUMAN REOSURCE**
**Ms. Cynthia Mares**
1110 Washington Suite 205

**LAW LIBRARY**
1110 Victoria Suite 105

**MAINTENANCE DEPARTMENT**
**Mr. Luis Perez Garcia**
7209 E. Saunders

**PLANNING DEPARTMENT**
**Rhonda Tiffin**

1110 Washington Suite 302

**PUBLIC DEFENDER**
1110 Washington Suite 102

**PURCHASING**
**Dr. Cecilia Moreno**
1110 Washington Suite 101

**RISK MANAGEMENT**
**Ms. Cynthia Mares**
1110 Washington Suite 201

**ROAD AND BRIDGE DEPARTMENT**
**Mr. Jose Luis Ramos**
7210 E. Saunders

**WEBB COUNTY SHERIFF'S**
**ADMINISTRATION OFFICES**
**Sheriff Martin Cuellar**
902 Victoria St

**LAW ENFORCEMENT CENTER**
1001 Washington St.

**TAX ASSESSOR OFFICE**
**Patricia Barrera**
1110 Victoria Suite 107

**VETERAN'S OFFICE**
**Mr. David Garza**
1110 Victoria Suite 108

**WATER UTLITIES**
**Mr. Adrian Montemayor**
513 Martha Dr.
Rio Bravo, Texas

**WEBB COUNTY INDIGENT**
**SERVICES PROGRAM**
2600 Cedar

**WEBB COUNTY HEADSTART**
Main Office 5904 West Drive (plaza de Oro) Units 6 & 7

**Headstart Centers:**

| | |
|---|---|
| El Cenizo | 3549 Cecilia Ln |
| Floyd I | 4704 Naranjo |
| Floyd Mod I & II | 4704 Naranjo |
| Guadalupe | 401 Gonzalez |
| Jesus Garcia I | 2518 Cedar Av. |
| Jesus Garcia II | 2518 Cedar Av. |

| | |
|---|---|
| Jesus Garcia III | 2518 Cedar Av. |
| Larga Vista | 4511 Cisneros Dr. |
| Jorge Del La Garza | 2404 Galveston |
| Little Folks | 1233 Paseo de Danubio |
| Little Palominos | West End Washington |
| Los Presidentes | 3519 Pine St. |
| Magic Corner I | 2801 Ireland |
| Magic Corner II | 2801 Ireland |
| Prada | 4906 S. Hwy 83 |
| Roosevelt | 3301 Sierra Vista |
| Russell Terrace | 711 E. Elm |
| Sierra Vista | 102 Sierra Vista |
| Springfield Acres | 6500 Springfield |
| Tatangelo I | 400 S. Jarvis Av. |
| Tatangelo II | 2400 S. Jarvis Av. |
| Villa Alegre I | 3501 Eagle Pass |
| Villa Alegre II | 3501 Eagle Pass |
| Villa Alegre III | 3501 Eagle Pass |
| Villa Alegre IV | 3501 Eagle Pass |
| Floyd Kitchen | 4704 Naranjo Av. |

Headstart Coordinators Annex
2802 Mcdonell Av.

**COMMUNITY CENTERS**

| | |
|---|---|
| El Cenizo | 3519 Cecilia Lane |
| Rio Bravo | 1600 Orquidia |
| Larga Vista | 5401 Cisneros |
| La Presa | 1983 Magana Hein Road |
| Penitas | 452 Rancho Penitas Rd. |
| Santa Teresita | 15014 Hwy 59 |

**WEBB COUNTY COMMUNITY ACTION AGENCY**
Main Office 1110 Washington Suite 203

**Community Social Services Neighborhood Centers:**

| | |
|---|---|
| El Azecta | 1400 Iturbide |
| El Cenizo | 3519 Cecilia Lane |
| Ladrillera | 2000 San Ignacio |
| Larga Vista | 5401 Cisneros |
| Rio Bravo | 1600 Qrquidia |

**Self Help Center**
**Ms. Cassie Alred**
8116 Hwy 359

**Transportation Program**
El Aguila Rural Transportation
4801 Daugherty

**Elderly Nutrition Program**
500 E. Mann Road

**Meals on Wheels Program**
500 E. Mann Road

**Community Social Services**
Main Office 1110 Washington Suite 203

**Webb County Youth Village**
**Ms. Melissa Mojica**
111 Camino Nuevo
(Hwy 359)

**ORDERING:** Verbal or written orders will be issued by the Webb County Purchasing Department citing a purchase order number. Electronic orders and orders over the internet may also be placed over terminal. Each delivery shall be accompanied by a Delivery Ticket showing the following information:

(a) Contractor Name and Address
(b) Department
(c) Contract/Purchase Order Number
(d) Item Description and Catalog Number
(e) Quantity of Each Item
(f) Unit Price for Each Item
(g) Extension Cost for Each Item
(h) Total Amount of all Items Delivered

NOTE: Orders shall be delivered to the location(s) listed on each delivery order. All deliveries shall be FOB destination.

**DELIVERY SCHEDULE:** Except for orders to be picked up by the using departments at county expense, deliveries are to be completed within two (2) working days after the date of verbal order or call and delivered Free on Board (FOB) to any department within Webb County. No delivery or transportation charges shall be paid or included on any invoice. Deliveries not made within this delivery schedule will be considered delinquent. Delinquent orders shall constitute a breach of contract under the General Provisions herein. This two (2) working day delivery period is required for routine off-the-shelf office supplies. All deliveries shall be made to each individual department as called for by the delivery order. All items will be packaged or wrapped appropriately for delivery.

**PARTIAL DELIVERY/PAYMENTS:** Partial deliveries may be made only with prior approval of the requesting department. Under no circumstances will partial payment be made for less than a complete order. Outstanding partials delivered beyond the delivery schedule shall render the entire order as delinquent.

## 3.0 Additional Terms, Conditions, & Provisions

**Purchase Orders:** Vendor must have a purchase order before making a delivery. Purchase Orders will be issued for each department authorized to place an order against the annual contract. The Purchase Order will list the individual items and or services along with the price.

**Invoices:** all Original invoices must include invoice number, invoice date, purchase order #, and corresponding department. All items must show a clear description of items purchased, and quantities ordered. Any and all prices on your invoice must be reflected in this Bid/BID package. Webb County will not pay for charges not stipulated in our contracts.

To ensure prompt payment all ORIGINAL invoices must be mailed or hand delivered by the vendor to the following address:

**Webb County Purchasing Dept.**
**c/o Accounts Payable**
**1110 Washington, Suite 101**
**Laredo, TX 78040**

**Invoices may also be emailed to the following email address: purchasinginvoices@webbcountytx.gov**

**Unit Price:** Unit prices shall be shown and where there is an error in extended price, the unit price, shall govern.

**Discounts:**
Vendors providing discounts for items not list on the price schedule form must provide proof of discount on their invoice.

**Cost Mark-Ups:**
Vendors providing material at a percentage above cost must stipulate unit cost, mark-up, and total cost on their invoice.

**Pricing: Pricing provided in the BID/RFP/RFQ by the vendor must remain constant for the duration of the contract, and all prices must be rounded to the nearest cent. All charges, surcharges, fees, and all costs associated with shipping must be reflected in the price. Webb County will not pay charges that are not stipulated in our contracts. Webb County will not issue refunds to vendors/suppliers for errors in pricing or billing.**

**Other Fees, Charges, Surcharges:**
Webb County does not pay for, Overtime charges, Fuel Charges, Rental fee, Travel Fees and or surcharges for entities located out of town, or any other fees that are not stipulated in the contract.

**Quote Fees**:
If a vendor is providing an estimate for work not under contract, the vendor must provide a quote prior to diagnosing. A purchase order will be necessary if a fee will be applied to quotes and/or estimates.

**Estimated Quantities:**
The estimated quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal. The County will order on an as needed basis.

**Changes to Locations/Departments and/or Items:**
Webb County reserves the right to add or delete locations/departments on an as-needed basis at the same price as the original locations. In the event such arrangement is unsatisfactory to the vendor Webb County may opt to choose an alternate means of meeting its needs up to and including a re-solicitation of the entire contract. Specifications and requirements stated herein shall also apply to future departments and location unless otherwise noted.

**Taxes**: Vendor shall not include Federal Taxes or State of Texas Limited Sales Excise and use taxes in BID/BID prices. The County of Webb is exempt from payment of such taxes. A signed exemption certificate will be available upon request.

**Substitutes:** Item substitutes must be authorized by ordering department, and must be billed at contracted price. Substitute items must be equal to or greater.

**Capacity:** Vendor must prove beyond any doubt to the County that they are duly qualified, and capable to fulfill and abide by the specifications herein listed.

**Delivery:** Delivery to be made within 24 hours from request

**Additional Terms, Conditions, & Provisions continued**

**Product Recalls, Returns, and Replacements:**
Vendor shall notify Webb County Purchasing Department immediately of any product recall or product alert, voluntary or otherwise. Recalls must be managed and handled by the vendor. Webb County will not be responsible for the return, payment, or cost of return for recalled items.

**Contract:**
This contract will be awarded to the lowest, responsible vendors. The county reserves the right to award the contract to the vendor with the lowest price and/or overall Best Value. The county may award contracts to various vendors depending on geographic location within Webb County or other criteria. A signed award letter is required for a valid contract.

**Award of Proposal:**
Vendor must BID on all items on each section, quantities listed are best estimates actual quantities to be purchased may exceed or may be lower that quantities specified. If vendor is unable to price a particular item, please provide a written explanation.

**Availability of Funds for Next Fiscal Year:**
Funds are not presently available for performance under this contract beyond September 30, 2015. The County's obligation for performance of this contract beyond this date is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the County for payment of any money for performance under this contract beyond September 30, 2015 shall arise unless and until funds are made available to the Purchasing Agent for such performance and notice of such availability, to be confirmed in writing by the Purchasing Agent, is given to the contractor.

**Payment of Bills:**
It is hereby requested by the Webb County Commissioner's Court that all vendors submit requests for payment within 90 days after the providing of goods and/ or services to the County. This practice will allow your payment request to be processed efficiently and will expedite payment to you.

**Delinquent Taxes:**
All vendors seeking to do business with Webb County must owe no delinquent taxes to the County. Attestation of owing no delinquent taxes will be required. If a vendor owes taxes to Webb County, those taxes should be paid before submitting a Bid/proposal.

**Legibility:** Proposals must be legible and of a quality that can be reproduced.

**FOB Destination:**
All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, the title and risk of loss of goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

**Statements:**
No oral statement of any person shall modify or otherwise change, or affect the terms conditions, plans, specifications, instructions, and requirements stated in this BID packages.

**Termination:** The County of Webb may terminate their participation in this contract upon thirty (30) Days written notice.

**Late Bids/RFPs/RFQs or Modifications:** modifications received after the time set for a public opening will not be considered. Late Bids/RFPs/RFQs will not be accepted, or considered, and will be returned to the vendor.

**Ethics:**
The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, of the Webb County Purchasing Department.

**Proprietary Information:**
All materials submitted to the County become public property and are subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the BID to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**Furnished Forms:** All proposals should be submitted on furnished forms. Proposals submitted on forms other than those provided by Webb County will not be considered.

**Open Market:** If awarded vendor cannot provide the items under this contract, or abide by the terms & conditions of this contract, The County reserves the right to purchase items from the open market, and or terminate the contract upon a 30 day written notice to the vendor.

**Material Safety Data Sheets:**
Under the Hazardous Communication Act, commonly known as the "Texas Right to Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act.

**Specification Clarification**: If any person contemplating submitting a BID for this contract is in doubt as to the true meaning of the specifications, or other BID documents or any part thereof, they may submit to the Purchasing Agent on or before 5 days prior to the closing date of the Bid/BID/RFQ a request for clarification. Changes and or clarifications to the specifications will be done in the form of an addendum. The addendum will be posted on the Webb County website (www.webbcountytx.gov), and emailed to the vendors that are on the Webb County vendor list. Questions may also be submitted 5 days prior to the closing date of the Bid/BID/RFQ, and will be answered, and posted on the Webb County website.

**Insurance Requirements:**
Successful Vendor shall furnish the County with original copies of valid insurance policies required upon execution of the contract and shall maintain said policies in full effect at all times during the term of this contract.

Non Construction BIDs:

a. Commercial General Liability insurance at minimum combined limits of $1,000,000.00 per occurrence and $2,000,000 general aggregate for bodily injury and property damage.
b. Workers Compensation insurance at statutory limits, including employers liability coverage a minimum limits of $1,000,00.00 each occurrence each accident /$1,000,000 by disease each occurrence/$1,000,000 by disease aggregate.
c. Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
d. Any subcontractor(s) hired by the contractor shall maintain insurance coverage equal to that required of contractor. It is the responsibility of the contractor to assure compliance with this provision. Webb County accepts no responsibility arising from the conduct of the subcontractor

**4.0 Vendor Information Form**

Name of Company: _____

Address: _____

_____

Phone: _____

Email: _____

Signature of Person Authorized to Sign Proposal:

_____
(Signature)

_____
(Printed Name)

_____
(Title)

Vendor to indicate status as to: "Partnership", "Corporation", "Land Owner", etc.

_____

_____
(Date)

**IMPORTANT**

Vendor must complete this BID document in its entirety in order for it to be valid

## 5.0 PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

This is to certify that _____ owes no delinquent property taxes to Webb County.

_____ owes no property taxes as a business in Webb County. (Business Name)

_____ owes no property taxes as a resident of Webb County. (Business Owner)

_____

Person who can attest to the above information

*** SIGN DOCUMENT AND PROVIDE PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

## 6.0 Conflict of Interest Disclosure

Effective January 1, 2006, Chapter 176 if the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Webb County no 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be viewed and printed by following the link before:

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Webb County Officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict of Interest Questionnaire (Form CIQ) include:

1. Webb County Judge Tano Tijerina
2. Commissioner Frank Sciaraffa
3. Commissioner Rosaura Tijerina
4. Commissioner John Galo
5. Commissioner Jaime Canales
6. Judge Joe Lopez, Chairman, 49th Judicial District
7. Judge Becky Palomo , 341st Judicial District
8. Judge Oscar Hale, 406th Judicial District

Please send completed forms to the Webb County Clerk's Office located at 1110 Victoria, Suite 201, Laredo, Texas 78040.

**6.1-Conflict of Interest Questionnaire**

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

**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 in this section is being disclosed.**

_____

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor 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 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 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 interest of one percent or more?

☐ Yes ☐ No

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

4

_____ _____

Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

## 7.0 CERTIFICATION

REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

**PART A.**

The County of Webb will follow Federal Executive Orders 12549 and 12689 which requires us to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, Webb County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Webb County as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

☐ Yes

☐ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Webb County may pursue available remedies, including suspension and/or debarment.

**PART B.** CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

☐ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded form participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

| _____ | _____ | _____ |
|---|---|---|
| Name of Contractor/Potential Contractor | Vendor ID # or Social Security # | Program # |
| _____ | _____ | _____ |
| Name of Authorized Representative | Signature of Authorized Representative | Date |

## 8.0 CERTIFICATION REGARDING FEDERAL LOBBYING
**(Certification for Contracts, Grants, Loans, and Cooperative Agreements)**

**PART A. PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

**PART B. CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, sub-grant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Webb County to obtain a copy of Standard Form-LLL.)

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all covered sub-recipients will certify and disclose accordingly.

Do you have or do you anticipate having covered sub-awards under this transaction?
☐ Yes
☐ No

| **Name of Contractor/Potential Contractor** | **Vendor ID No. or Social Security No.** | **Program No.** |
|---|---|---|
| | | |

| **Name of Authorized Representative** | **Title** |
|---|---|
| | |

_____ _____
Signature – Authorized Representative Date

## 9.0 MINIMUM INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor at its sole cost and expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

**Workers Compensation**, as required by the laws of Texas, and Employers' Liability, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.
Employers' Liability

Each Accident: $1,000,000
Disease – Each Employee: $1,000,000
Policy Limit: $1,000,000

**Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Webb County shall be named Additional Insured on primary/non-contributory basis.

Each Occurrence: $1,000,000
Personal and Advertising Injury: $1,000,000
Products/Completed Operations: $1,000,000
General Aggregate (per project): $2,000,000

**Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the contract. Webb County shall be named Additional Insured on primary/non-contributory basis.

Combined Single Limit-Each Accident: $1,000,000

**Umbrella/Excess Liability** (Webb County shall be named Additional Insured on primary/non-contributory basis)

Each Occurrence/Aggregate: $1,000,000

**Professional/Errors & Omissions Liability** (if applicable)
Each Occurrence/Aggregate: $1,000,000

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

**10.0 CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

**BID/BID/RFQ # _____**

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to Webb County before the County may enter into a contract with that business entity.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number **BID, BID, or RFQ #_____.** The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

**Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.**

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

"Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) Receives compensation from the business entity for the person's participation;

(2) Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) Is not an employee of the business entity?

# CHECK LIST

**This check list is required for all BIDs, Requests for Proposals (BIDs), and Requests for Qualifications (RFQs). Please check off each item that applies.**

- ☐ Is BID package being submitted within due date & time?
- ☐ Is the name and address of the vendor on the top left hand side of envelope
- ☐ Is the BID number, BID title, and due date written on the outer part of a sealed envelope?
- ☐ Have Specifications been reviewed?
- ☐ Have Terms, Conditions, & Provisions been reviewed?
- ☐ Has unit pricing for all items been provided in furnished forms (if applicable)?
- ☐ Has extended pricing been calculated (if applicable)?
- ☐ Have grand totals been provided and reviewed for accuracy (if applicable)?
- ☐ Has Vendor Information Form been filled out and signed?
- ☐ Has Proof of No Delinquent Taxes (Business or Property) Form been filled out and signed
- ☐ Has Conflict of interest questionnaire been filled out and signed?
- ☐ Is Certification Regarding Debarment included?
- ☐ Is Certification Regarding Federal Lobbying included?
- ☐ Is a copy of Liability Insurance and Worker's Compensation Certificate included?
- ☐ Is a notarized copy of Form 1295 (Certificate of Interested Parties) included?

_____

Signature of person completing BID/BID/RFQ