

**REQUEST FOR PROPOSAL
AUTOMOTIVE FUEL SERVICES
DIESEL AND UNLEADED
RFP NO. 24-0422-02**

TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit your bid for the item(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein. Please provide your best price for the item listed within.

All bids are subject to staff analysis. LVWD reserves the right to accept or reject any and all bids received and waive any and all technicalities.

**1557 FM ROAD 1110
CLINT, TEXAS 79836**

**BID OPENS:
APRIL 22, 2024/3:00 PM**

LOWER VALLEY WATER DISTRICT

**NOTICE TO BIDDERS
AUTOMOTIVE FUEL SERVICES
DIESEL AND UNLEADED
RFP NO. 24-0422-02**

April 8, 2024

Re: AUTOMOTIVE FUEL SERVICES DIESEL AND UNLEADED, RFP NO. 24-0422-02

Important Notice

It is the bidder's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their offer. Please check the website, even after submitting a bid, to ensure that you have all amendments as they may be posted at any time, up to and including the day of bid opening.

LOWER VALLEY WATER DISTRICT (LVWD), is soliciting request for proposal for Automotive Fuel Services-Diesel and Unleaded. The District shall order all its supplies and/or services from one or more successful bidders (contractors) from time to time as needed where applicable. Bids will be received by LVWD until 3:00 P.M., Local Time, Monday, April 22, 2024.

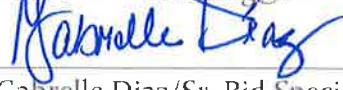
Any questions and/or comments about this Bid should be submitted through E-Mail with Subject: "Questions on AUTOMOTIVE FUEL SERVICES DIESEL AND UNLEADED, RFP NO. 24-0422-02" email questions to Purchasing@lvwd.org no later than Monday, April 15, 2024.

BID REQUIREMENTS:

Submittal of documents must be sealed and should include one ORIGINAL and two copies. Submittal must be received by either mailing or dropping off at LVWD, 1557 FM Road 110, Clint, Texas 79836 prior to bid opening. All bids must include the attached bid acknowledgement form and shall conform to terms and conditions set forth in this Request for Proposal (RFP). Please retain a copy of your Response (Bid) for your records. **Bidders must sign, in ink, the bid form where indicated. Unsigned bids will not be read.**

LVWD reserves the right to accept or reject any or all bid(s), to waiver technicalities and to award the bid(s) deemed most advantageous and in the best interest of the District. No bids may be withdrawn after the bid opening.

Please direct all questions pertaining to this BID by email with subject line as indicated above to Purchasing@lvwd.org.


Gabrelle Diaz/Sr. Bid Specialist

LOWER VALLEY WATER DISTRICT

**AUTOMOTIVE FUEL SERVICES
DIESEL AND UNLEADED
RFP NO. 24-0422-02
BID SPECIFICATIONS**

Lower Valley Water District, (LVWD) will accept sealed bids for approximately 50,000 gallons Unleaded Gasoline and approximately 10,000 gallons of Diesel Fuel. The quantities are estimates of annual fuel usage-not actual order amounts. During the period of the purchase contract, LVWD will buy only the actual quantities of fuel required, and it will neither be obligated to the purchase of, nor limited to, the quantities of fuel required, and it will neither be obligated to the purchase of, nor limited to, the quantities listed above. Fuel will be ordered on an as needed basis, throughout the term of the contract.

SCHEDULE OF ITEMS

A. Types of Fuel Being Purchased:

1. Regular Unleaded Gasoline

- a. 86 Octane Regular Grade with 10% Ethanol
Up to 2,000 Gallons (Comprises approximately 70% of total deliveries).

1.1 Markup (+) \$ + _____ Per Gallon

Or

1.2 Discount (-) \$ - _____ Per Gallon

List all State and Federal Mandated fees: _____

2. Ultra-Low Sulfur Diesel #2

- b. Up to 5,000 Gallons (Comprises approximately 70% of total deliveries).

2.1 Markup (+) \$ + _____ Per Gallon

Or

2.2 Discount (-) \$ - _____ Per Gallon

List all State and Federal Mandated fees: _____

All fees and taxes associated with the supply and/or service should be stated in the bid, however, all fees and taxes should be submitted separately within the bid response and on invoices.

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B. Bid Evaluation Price

1. All prices offered are to be based on the daily prices as published by OPIS (Oil Price Information Service). The final prices offered to LVWD will be calculated by applying the discount or markup to the rack average price for the product, as quoted in the OPIS Report, which will remain constant for the term of the contract. Invoices will reflect the final price resulting from the calculation indicated above.
2. Bidder shall furnish a copy of the published OPIS report for the day the product is delivered with the invoice.
3. No price increase in excess of the bid differential for any charge other than a new governmentally imposed tax or fee applicable to the sales to LVWD that was not in existence at the time of the original bid is authorized to be added for the term of this contract.
4. The bid prices will include all fees and charges other than the State of Texas \$0.20 per gallon motor fuels tax, including:
 - Transportation Costs
 - Pump Off
 - Loading Fees
 - Freight Charges
 - Delivery Fees
 - 32 Deliveries + - for 2021
 - The State of Texas petroleum storage tank remediation fund fee
 - Petroleum products delivery fee
 - Leaking above Ground Storage Tank fee (LOST)
 - Oil Spill Liability Trust Fund Fee (OSLTF)
5. The successful bidder shall include a list of fuel vendors available for the term of this contract.
6. The successful bidder will be required to state the brand and price for each delivery. LVWD prefers unbranded fuel.

C. Services and Delivery Requirements

1. Tank truck deliveries must be metered and must be verified by LVWD personnel. Manifest with net gallons noted shall be supplied at the time of delivery.
2. All fuel tanks will have a tank inventory run before and after each delivery to verify gallons added for each tank. In a power outage or system malfunction we will use a stick reading before and after fuel off loading, these readings will also be verified by LVWD personnel.

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3. Delivery truck shall at all times comply with the current State of Texas and Federal Regulations pertaining to Fuel Vapor Recovery.
 4. Extreme care must be taken to avoid spills. The delivery vehicle must be attended at all times during fueling off-loading. Any costs incurred as result of fuel spills due to negligence or equipment malfunction on the part of the successful bidder, its agents or employees will be borne by the contractor and may be grounds for termination of the contract at the District's option. Copy of bidder's spill containment policy may be requested.
 5. LVWD will be a priority over other contracts the successful bidder may have during emergency situations, but will accept priority given to hospitals, emergency responders and emergency care providers.
 6. Successful bidder(s) of gasoline and diesel fuel will provide fully loaded tankers to LVWD, within eight (8) hours of notification or request during **emergency situation**.
 7. Deliveries shall be within 24 hours of receipt of purchase order and between the hours of 8:00 a.m. and 4:00 p.m., MST, Monday through Friday.
 8. LVWD may order less than transport tanker load of 10,000 gallons of diesel and unleaded fuel. Minimum delivery quantities must be stated below, or disqualification of bid may result:
 - a. Minimum Transport Truck Load 3000 DSL _____ 1000 UNL _____
 - b. Minimum Bobtail Truck Load 3000 DSL _____ 1000 UNL _____
- D. **Designated Delivery Site for LVWD: 13002 Gateway East, Clint, TX 79836. All bids must include cost of transportation, F.O.B.**
- E. The contract time should be for initial term of one (1) year with option, at election of both parties, to renew the agreement for two (2) additional one (1) year term based on the performance and services provided by vendor/contractor. In no event shall the length of the agreement exceed three (3) years.
- F. Bidder should provide the first and last name(s) of the person(s) to contact and toll free or local telephone number to place delivery orders between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, MST.

Name: _____ Office Phone Number: _____

Cell Phone Number _____

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GENERAL INFORMATION
AUTOMOTIVE FUEL SERVICES DIESEL AND UNLEADED
RFP NO. 24-0422-02

Questionnaire to Determine Principal Place of Business Under Article LGC2252.002 Texas revised Civil Statutes.

GENERAL INFORMATION:

1. Legal Name of Business: _____
2. Street Address: _____
3. Post Office Box (if any) or Mailing Address if different from question #2:

4. City: _____ State: _____ Zip: _____
5. Telephone Number: _____
6. Nature of Business (i.e., automobile dealer, electrical contractor, etc.):
7. _____
8. Type of Business Organization (check one):
_____ Sole Proprietorship _____ Other Legal Entity
_____ Partnership (General or Limited) _____ Corporation

QUESTIONS RELATED TO PRINCIPAL PLACE OF BUSINESS:

1. In what State is your principal place of business? _____
2. In what State, if any, is your business incorporated? _____
3. If business is a corporation, furnish the name and address of the agent for services:

4. Is your business authorized to do business under the laws of the State of Texas?

5. Do you transact business in more than one State? _____
If so, list all States in which you transact business: _____

6. In what State are most of your activities conducted? _____

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7. List the total gross sales of your business within the last two calendar years?

8. In what State does your business earn the largest percentage of its revenues?

What percentage is earned in Texas? _____
9. In what State is largest percentage of the capital? _____
Assets of your business located? _____
What percentage is in Texas? _____
10. Give the address of your general office where centralized control of your business is conducted? _____
11. In what State does the largest percentage of full-time equivalent employees of your business reside permanently? _____
How many full-time equivalent employees reside permanently in Texas?

12. Give the name and residential address(es) of the officer(s), sole proprietor or partners of the business: _____

Owner or Officer

Print Name

Print Title

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LOWER VALLEY WATER DISTRICT
SPECIAL TERMS AND CONDITIONS
AUTOMOTIVE FUEL SERVICES DIESEL AND UNLEADED
RFP NO. 24-0422-02

1. Ordering Method: Vendor agrees that no deliveries will be made unless they are in receipt of a properly executed Purchase Order issued by LVWD for items to be delivered. The District is under no obligation to pay any vendor for delivery of goods or services without receipt of a Purchase Order. LVWD will accept the vendor's method of taking order for fuel. **Request for supplies, materials, and/or services will be made through an office Purchase Order on an as needed basis by LVWD.**
2. **Delivery Receipt and Returns:**
 - (a) An official LVWD Purchase Order is required prior to making any deliveries.
 - (b) Vendor must reference LVWD's Purchase Order on all invoices.
 - (c) Vendor will be responsible for freight on **defective** return items and any required re-stocking fees.
 - (d) LVWD will only accept responsibility for re-stocking fees that are the result of an ordering error made by LVWD.
3. Estimated Quantities are for bid purposes only.
4. Stocking of sufficient materials and/or supplies should be kept in stock to avoid long waiting periods in receiving the materials and/or supplies.
5. LVWD Gasoline Tank 10,000 gallon above ground split storage tank (6,000-gallon Diesel/4,000 gallon Unleaded).
6. LVWD's Fleet consist of sixty (60) light duty vehicles; seventy (70) side loaders, front loaders, and heavy equipment.
7. LVWD is exempt from sales and use tax as a local government entity. Please include other applicable taxes within the bid document. All State and Federally mandated fees will be included as separate items on the invoices.
8. Invoices: The vendor/contractor should mail/e-mail invoices to LVWD, Attention: Accounting, PO BOX 909, Clint, TX 79836 or E-mail to Payables@lvwd.org. Invoices will be paid net 30 from date of invoices.

The Bid price will include all fees and charges related to transportation, loading fees and or freight charges.

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9. **Opening of Bids:** Bids will be opened at the time and place indicated on the Advertisement and the identity of the respondent will be disclosed.
10. **Basis for Awarding the Bid:** The bid will be awarded to the vendor who submits the most responsive/responsible bid(s), as measured by the bid specifications, price, and which is the most advantageous and in the best interest of LVWD. Recommendation for awarding bid shall include an assessment of at least the following:
 - a. Individual item price
 - b. Delivery dates
 - c. Terms
 - d. Location of the vendor
 - e. Quality of the product
 - f. Safety features
 - g. Past performances of the vendor
 - h. Good business practices
 - i. Conformance to appropriate local, state, and federal laws
 - j. Value of warranty
11. **Copies Required:** Bidder must submit one (1) original (signed in blue ink) and two (2) copies (marked "copy") of the offer. Bidder shall submit its bid on the forms provided by LVWD.
12. **District Reserves Rights:** LVWD reserves the right to accept or reject any or all bid(s) and to award the bid(s) deemed most advantageous and in the best interest of LVWD. No bid may be withdrawn after the bid opening.

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LOWER VALLEY WATER DISTRICT STANDARD TERMS AND CONDITIONS

The following constitute the Standard Terms and Conditions of the Lower Valley Water District. Some of these Standard Terms and Conditions may not be applicable to a specific solicitation, proposal, ITB, Qualification Quotes, or other solicitations the district covers. To the extent each of the terms and conditions is applicable, these shall be deemed to be part of the solicitation documents. If there are specific terms and conditions contained in the solicitation documents which are inconsistent with the Standard Terms and Conditions, the specific terms and conditions in the solicitation documents shall control.

1. **Solicitation Acceptance:** Contractor acknowledges and agrees that this solicitation is not a contract or an offer to contract. If awarded, this solicitation may result in a contract between the Lower Valley Water District ("LVWD") and Contractor to furnish the goods and/or services in accordance with the terms and conditions specified herein. Unless otherwise specified in the Special Terms and Conditions or specifications, Contractor shall not deliver substitutes or inferior materials without prior written authorization from LVWD.
2. **District Reservations:** LVWD makes no warranty or guarantee that an award will be made as a result of this solicitation. LVWD reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this solicitation with one or more Contractor(s); (b) reject any and/or all solicitations before or during the solicitation process; (c) reject or cancel an awarded solicitation or proposal, even after board approval, but prior to completion of signed written contract, if deemed to be in the best interest of the District; (d) reissue any proposal and/or procure any item by other means; © waive any formalities and procedural requirements; (j) reject any proposal because of unbalances unit prices; (k) specify approximate quantities (l) Any proposal that fails to comply with the requirements contained in this solicitation may be rejected by the District, in LVWD's sole discretion.
3. **Release of Award:** No contract shall be created, express or implied, until a final written contract is issued and signed by an individual authorized by the Lower Valley Water District. During the contract process, LVWD does not release the awarded vendor information until the contract is fully executed. This process is in place to make sure that all required documentation from the awarded vendor is received. Once a contract is fully executed, the information is made public or available through the open record process.
4. **Award:** It is the intent of the district to award all or none, but the Lower Valley Water District reserves the right to award section by section or item by item, whichever is in the best interest of the District.

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5. **Protest of Award:** In the case of a protest or dispute of an action taken by the Department of Purchasing any vendor may write a letter outlining any concerns which may exist to:

Lower Valley Water District
Office of the General Manager
1557 FM Road 1110
Clint, Texas 79836

6. **Termination and Transition:** If this Agreement terminates for any reason, at LVWD's option, Contractor will continue to perform its duties and obligations in accordance with the terms of this Agreement until LVWD contracts with a new qualified and experienced vendor(s) to perform the duties and obligations or is able to perform the duties and obligation in-house; provided, that, Contractor will not be required to continue performing its duties and obligations under this Agreement immediately or no more than one hundred and twenty (120) days after termination of this Agreement. Contractor will cooperate with, and assist, LVWD's efforts to transition the duties and obligations under this agreement an alternative vendor(s) or to perform the duties and obligations in house.

7. **Prohibition on Contracts with Companies Boycotting Israel:** Lower Valley Water District cannot enter into a contract with any individual and/or company for goods or services unless the contract contains a written verification from the company that it (1) does not boycott Israel; (2) will not boycott Israel during the term of an awarded contract under the terms of Section 2270 of the Texas Government Code. Should the individual and/or company during the term of the agreement boycott Israel, immediate notification is required to LVWD's Purchasing Department. I hereby certify that I and/or my company will adhere to Section 2270 of the Texas Government Code, PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL.

8. **Taxes:** The Lower Valley Water District is exempt from all local, state and federal taxes. Tax exemption certificates will be provided upon request.

9. **Contractors of Packaged:** Contractor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Contractor's name and address; (b) Consignee's name, address, purchase order number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. LVWD's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

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10. **Shipment Under Reservation Prohibited:** Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

11. **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to the District until LVWD receives and takes possession of the goods at the point or points of delivery. Contractor understands and agrees they will bear at its sole risk and responsibility, any cost due to any losses, damages, injuries, claims, fees, fines, penalties and expenses (including legal fees) of every kind that relate to the use, operation, ownership, possession, or condition of your product/service.

12. **Delivery Terms and Transportation Charges:** All deliveries shall be freight prepaid FOB destination with solicitation prices reflecting freight and delivery charges to locations within the District, unless otherwise described in the Special Terms and conditions or specifications of this solicitation. LVWD agrees to reimburse Contractor for transportation costs in the amount specified in the solicitation, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided LVWD shall have the right to designate what method of transportation shall be used to ship the goods.

13. **No Placement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of this solicitation as to time of delivery, quality and the like. All delivered equipment, materials or merchandise must be new, unused, and in the manufacturer's original packing unless otherwise specified. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Contractor may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

14. **Purchase Authorization:** The District will purchase goods by means of official district purchase order form which are to be authorized by signature from the Director of Purchasing or a Purchasing Agent. The District will not honor purchases without the proper authorization.

15. **Purchase Order:** The District may issue a purchase order(s) as needed as a result of the solicitation. No deliveries will be accepted without a corresponding valid purchase order. Delivery must occur within thirty (30) days after receipt of order (ARO) unless otherwise specified on the District purchase order. Failure to deliver awarded merchandise within thirty (30) days will cancel the order. The place of delivery shall be set forth on the purchase order.

16. **Purchase Order Modifications:** LVWD reserves the right to make changes to issued Purchase Orders as needed by LVWD.

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17. Invoices and Payments:

- a. The vendor/contractor should electronically mail invoices to Lower Valley Water District via PAYABLES@LVWD.ORG. To avoid delays in payment, reference the Purchase Order Number in the email subject line and on the invoice. Invoices may also be mailed to P. O. Box 909, ATTENTION: Payables, Clint, TX 79836. Invoices will be paid net 30 from the date that the payables department receives the invoice by mail or E-mail. To avoid delays in payment, reference the Purchase Order Number on the invoice. Invoices that do not reflect a Purchase Order Number are subject to non-payment; reference. Invoices should be itemized and reflect Bid Number.
- b. Do not include Federal Tax, State Tax, or City Tax. The District will furnish a tax exemption certificate.
- c. LWD's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render any contract or Purchase Order issued under this solicitation null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Contractor by Buyer.

18. **Gratuities:** LVWD may, by written notice to the Contractor, cancel any contract awarded under this solicitation without liability to contractor if it is determined by LVWD that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent, or representative of the Contractor, to any officer or employee of the District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by LVWD pursuant to this provision, LVWD shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

19. **Special Tools and Test Equipment:** If the price stated on the solicitation, includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property LVWD and to the extent feasible shall be identified by the Contractor as such.

20. Warranty Price:

- a. The price to be paid by the District shall be that contained in Contractor's solicitation which Contractor warrants to be no high than their current prices on orders by other for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, LVWD may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

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- b. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

21. **Warranty Products:** Contractor shall not limit or exclude any implied warranties and any attempt to do shall render any contract or Purchase Order issued by Lower Valley Water District voidable at the option of the District. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the solicitation and to the sample(s) furnished by Contractor, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All equipment items awarded as a result of the solicitation will be covered by all parts and labor warranty, including any/all transportation charges, for a minimum period of one (1) year, or as specified in the Special Conditions section of this solicitation.

22. **Safety Warranty:** Contractor warrants that the product sold, shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, LVWD may return the product for correction within a reasonable time requested by LVWD or 30 days whichever is shorter, correction may be made LVWD at Contractor's expense.

23. **No Warranty by Buyer Against Infringements:** Contractor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this solicitation will give rise to the rightful claim of any third person by way of infringement or the like. LVWD makes no warranty that the production of goods according to the specifications will not give rise to such a claim, and in no event shall LVWD be liable to Contractor for indemnification if Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify LVWD to this effect in writing within two weeks after the signing of this agreement. If LVWD does not receive notice and is subsequently held liable for the infringement or the like, Contractor will hold LVWD harmless. If Contractor in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void.

24. **Right of Inspection:** LVWD shall have the right to inspect the goods at delivery before accepting them.

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25. **Cancellation:** LVWD shall have the right to cancel for default all or any part of the undelivered portion of any Purchase Order created by the solicitation if Contractor breaches any of the terms hereof including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.

26. **Termination:** The performance of work under this solicitation may be terminated in whole or in part by LVWD in accordance with this provision. Termination of work hereunder shall be effective by the delivery to the Contractor of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of LVWD.

27. **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this solicitation or the contract awarded as a result of this solicitation, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as herein provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, acts of war, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, arrests, restraint of government and people, civil disturbances, explosions, strikes, lockouts, or other industrial disturbances, breakage or accidents to machinery, pipelines or canal, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party of parties when such settlement is unfavorable in the judgment of the party having the difficulty.

28. **Assignment Delegation:** No right or interest shall be **assigned**, or delegation of any obligation may be made by Contractor without the written permission of the District. Any attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this solicitation.

29. **Waiver:** No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

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30. **Interpretation Parole Evidence:** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this solicitation or any contract issued as part of this solicitation. Acceptance or acquiescence in a course of performance rendered under this solicitation shall not be relevant to determine the meaning of any agreement between the parties even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used, the definition contained in the Code is to control.

31. **Applicable Law:** This solicitation shall be governed by the laws of the State of Texas and, where applicable, the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

32. **Advertising:** Contractor shall not advertise or publish, without LVWD's prior consent, the fact that LVWD has entered into a contract with Contractor, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

33. **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in El Paso County, Texas.

34. **Prohibition Against Personal Interest in Contracts:**

- a. Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with LVWD, shall before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on public. However, if most of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation.
- b. No employee of LVWD will have a direct financial interest in any contract with the LVWD, nor will an employee have a direct financial interest in the sale to LVWD of any land, equipment, supplies, and materials, or services. Any violation of this policy will render the contract involved void, unless such contract or sale is approved by the Board of Directors after full disclosure.

35. **Contractor Responses:**

- a. Contractors are encouraged to submit bids on any or all items or services their firms can provide. The award will be made to the Contractor who submits a response, as per solicitation specifications, which is the most advantageous and best value to the LVWD. All prices are to be your lowest and best net price, F.O.B.

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destination, on each item. Unit price for each item offered need to include all applicable discounts. In case of error in extension, unit price will govern.

- b. Bids will not be accepted, unless the **Proposal Acknowledgement Form** of the bid is complete and contains an original signature, in blue ink, by an authorized representative of the company. Each bid form response shall be typewritten or handwritten in ink. Unsigned bids will be considered a NO BID.

36. Estimated Quantities: The quantities shown on the bid form are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate. LVWD has no commitment to the Contractor to purchase a specific quantity until a contract and/or Purchase Order is issued. Any increase in quantities will be paid for at the quoted bid price, unless required by law to be re-bid. It is further understood that the supplier will not have any claim against the District for the purchase of quantities less than the estimated amount.

37. Product Standards: When a brand name and identification number are shown on the solicitation form, they indicate an acceptable standard, the features of which must be considered when bidding equals. This brand name is used only to establish a quality level, and basic features required. Submittals on equivalent or better items are encouraged but must be accompanied with appropriate information for evaluation purposes. Failure to include such information will disqualify the response on that item being offered. If other than brand(s) specified is offered, complete descriptive information in literature form of each item being offered must be included with your submittal. If Contractor takes no exception to specifications of reference data, he will be required to furnish brand names, models, etc., as specified.

38. Products Samples and Presentations: Samples and/or Presentations for evaluation purposes must be provided, at no cost or obligation to the LVWD, within five (5) days of request unless specified otherwise in the Line Item, Specification, and/or Special Terms and Conditions. LVWD has the right to use, test, and destroy any samples received unless, otherwise noted by the Contractor. Samples will be returned by request only at the Contractor's expense. Each sample submitted should be labeled with Contractor's name, solicitation name, solicitation number, and item number.

39. Awarding of Bids: The recommendation for awarding bids or proposals shall include an assessment of at least the following:

- a) Individual item price
- b) Total price of all items
- c) The total long-term cost to LVWD to acquire the vendor's goods or services
- d) Delivery dates
- e) Terms and conditions
- f) The quality of the vendor's goods or services
- g) The extent to which the goods or services meet the LVWD's needs
- h) Safety features

LOWER VALLEY WATER DISTRICT

- i) The reputation of the vendor and of the vendor's goods or services
- j) The vendor's past relationship with the LVWD
- k) Transportation charges
- l) Good business practices
- m) Conformance to appropriate local, state, and federal ordinances, statues and regulations
- n) Any other relevant factor specifically listed in the request for bid or proposal.

40. **Price Per Unit:** Unit prices are to be based on the unit of measure requested on the bid form provided such as each, pound, serving, pair, gross, foot, pint, gallon or ounce. Failure to do so will disqualify the bid on that item. **All charges, including delivery charges must be included in the bid price.**

41. **Non-appropriations Clause:** This solicitation and any subsequent agreement is subject to the appropriation of funds by LVWD in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this solicitation. The obligation of LVWD pursuant to this solicitation in any fiscal year for which this solicitation is in effect shall constitute a current expense of LVWD for that fiscal year only and shall not constitute an indebtedness of LVWD monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this solicitation, this solicitation and any subsequently issued Purchase Order or contract shall be terminated.

42. **Failure to Honor Bid Prices:** Any vendor failing to honor a bid submitted or delivers items not meeting specifications may be removed from the bid list for a period of two (2) years. Items delivered not as specified on the award will be the responsibility of the vendor to recover and credit to LVWD at no expense to the LVWD.

43. **Solicitation Withdrawal:** Any request to withdraw a hard copy response prior to the scheduled time of opening must be submitted in writing to the Purchasing Department.

45. **Request for Interpretation and Clarification:** If Contractor is in doubt as to the meaning of any part of the solicitation, a written request to the Purchasing Department of the interpretation in question will be required as stated in the solicitation prior to the opening of the solicitation. The person submitting the request will be responsible for its prompt delivery.

44. **Failure to Meet All Terms and Conditions:** Failure to meet all Terms and Conditions will constitute grounds for canceling the Contractors solicitation.

45. **Material Safety Data Sheets (MSDS):** The District requires product verification in the form of MSDS reports for all items for which the MSDS are available. MSDS shall be submitted at the time of the solicitation opening and with each delivery of those products. MSDS shall be submitted for any alternate products submitted.

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46. **Deviations:** List any deviations from the specification on appropriate form or section of the solicitation.

47. **Contractor Responsibilities:** By submitting a proposal, Contractor certifies that it understands this Solicitation and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Contractor also certifies that it understands that all costs relating to preparing a response to this solicitation will be the sole responsibility of the Contractor.

48. **Texas Public Information Act:** Upon execution of a final agreement, LVWD will consider all information, documentation, and other materials requested to be submitted in response to this solicitation, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the Texas Public Information Act (Government Code, Chapter 552.001, et seq.). Contractor will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, Government Code.

49. **Delegation:** If selected by LVWD, Contractor will not delegate any of its duties or responsibilities under this solicitation or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

50. **Authorization:** If selected by the District, Contractor will not delegate any of its duties or responsibilities under this solicitation or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

51. **Indemnification:** Contractor shall comply with the requirements of all applicable laws, rules, and regulations and shall exonerate, indemnify and hold harmless the Lower Valley Water District ("LVWD") from all Liability or Damages resulting from failure to do so. In addition, the Contractor agrees to keep, save and hold the LVWD harmless from any and all actions, liabilities, damages, judgments, costs and expenses including reasonable attorney's fees, in case an action is filed or does in any way accrue against LVWD, its officials, officers, and employees in consequence of the contract for any negligent act or omission of the vendor in the provision of merchandise under the contract, or that may result from the carelessness or lack of skill of the Contractor or the Contractor's agent, contractors, assigns, or employees. In the event a judgment is recovered against the LVWD for any such liability, costs or expense, such judgment shall be conclusive against the vendor. It is specifically understood and agreed by the Contractor that such indemnity is indemnity by the Contractor to indemnify and protect LVWD from Liability, Claims, Suits, Losses, Damages or Cause of action to the Contractor's Negligence, Error or Omission.

LOWER VALLEY WATER DISTRICT

52. **Penalties for Non-Performance:** If at any time, the Contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, LVWD reserve the right to:

- a. Purchase on the open market and charge the contractor the difference between contract and actual purchase price, or
- b. Reduce such charges from existing invoice totals due at the time, or
- c. Cancel the contract within thirty (30) days written notification of intent.

53. **Certification Regarding Debarment:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by LVWD.

54. **Insurance Requirements:** The contractor will carry and will request its subcontractors to carry the following insurance certification with companies authorized to do insurance business in the State of Texas in the amounts not less than the following minimum limits of coverages shown and under the conditions noted before any authorization will be given to commence, delivery or installed. Certificates of Insurance may be submitted to LVWD by the successful Contractor after the award is made (if needed).

General

- a. No work will be commenced until all requirements of this section have been approved by LVWD in writing. Lower Valley Water District will be furnished a certificate of insurance on an approved certificate form (Accord Form) or a Texas Department Insurance pre-approved form, prior to the commencement of any work.
- b. All insurance policies will be endorsed to name Lower Valley Water District as an Additional Insured and provide a waiver of subrogation in favor of LVWD. The remarks section should include job description and/or project name and/or bid number.
- c. The insurance shall contain a provision that at least sixty (60) days prior written notice shall be given to LVWD in the event of cancellation, material change or non-renewal.
- d. Insurance(s) shall be underwritten by a company rated not less than A+ in the Best's latest published guide.
- e. There shall be a hold harmless agreement in which the contractor assumes liability on the contract and holds LVWD harmless.
- f. If selected by LVWD, Contractor will maintain any insurance coverage as required by the Agreement during the term thereof.

Casualty Insurance

- a. Commercial General Liability Insurance (Occurrences basis only):
 - \$1,000,000 – Each Occurrence
 - \$1,000,000 – General Aggregate

LOWER VALLEY WATER DISTRICT

- \$1,000,000 – Personal & Advertising Injury
- \$1,000,000 – Products/Completed Operations – Aggregate
- \$5,000 – Premises Medical Expense
- \$ 500,000 – Damage to Rented Premises (each occurrence)

- b. Commercial (Business) Automobile Liability Insurance coverage for all owned, non-owned and hired vehicles:

\$1,000,000 (each occurrence) – for Bodily Injury/ and Property Damages

- c. Workers Compensation:

- \$1,000,000 – Employers Liability – Each Accident
- \$1,000,000 – Employers Liability – Each Employee
- \$1,000,000 – Employers Liability – Disease – Policy Limit

Statutory Limits

Waiver of Subrogation

- d. The contractor shall purchase and maintain in force the following kinds of insurance and bonds for operations under construction contracts/projects and as specified in each section: Additional Requirement(s):
1. Builders Risk Policy for total amount of completed project
 2. Bid Bond (if required)
 3. Payment and Performance Bond (if required)
 4. Any project involving a higher hazard, an additional umbrella limit may be required.
 5. Endorsement CG2294 is not acceptable, vendor must specifically and affirmatively state in their bid response that their insurance policy does not include Endorsement CG 2294 (elimination of coverage for General Contractors for the work of Sub Contractors).

No deletions/exclusions from standard coverage form allowed without written consent of Lower Valley Water District.

Umbrella Liability Insurance (Excess) - \$3,000,000

- a. The owner shall be named as an additional insured on the contractor's policy as to the subject job.
- b. This policy shall provide coverage over the Worker's Compensation, Commercial General Liability and Business Automobile Liability.

End of Section

LOWER VALLEY WATER DISTRICT

BID ACKNOWLEDGEMENT FORM
AUTOMOTIVE FUEL SERVICES
DIESEL AND UNLEADED
RFP NO. 24-0422-02

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

"The undersigned affirms that he/she is 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 prices, terms, or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid."

COMPANY'S NAME: _____

ADDRESS: _____

PHONE: _____

FAX NUMBER: _____

BIDDER (Signature): _____

BIDDER (Print Name): _____

POSITION with Company: _____

SIGNATURE of Company
Official Authorizing This Bid: _____

Company Office
(Print Name): _____

Official Position: _____

.....
The bidder hereby acknowledges receipt of the following listed addenda and agrees that all addenda issued are made part of the contract documents, and the bidder further agrees that his/her abides/includes all changes resulting from said addenda.

ADDENDUM NO. _____ DATE _____

ADDENDUM NO. _____ DATE _____

ADDENDUM NO. _____ DATE _____

LOWER VALLEY WATER DISTRICT

LOWER VALLEY WATER DISTRICT
DEVIATIONS
AUTOMOTIVE FUEL SERVICE
DIESEL AND UNLEADED
RFP NO. 24-0422-02

List below any deviations from product specifications, be sure to list deviations for all products offered as equal to the specified product. If there are no deviations, please indicate "None."

LOWER VALLEY WATER DISTRICT

**LOWER VALLEY WATER DISTRICT
PROHIBITION ON LOBBYING OR SOLICITATION ACKNOWLEDGEMENT FORM**

**AUTOMOTIVE FUEL SERVICE
DIESEL AND UNLEADED
RFP NO. 24-0422-02**

The Lower Valley Water District has implemented a procedure prohibiting lobbying, contacting or soliciting District staff members or members of the Board of Directors during the selection process.

The undersigned acknowledges the District procedure and certifies that all employees, agents, consultants, or representatives of the representing firm have not or will not contact, solicit, or lobby District staff members, members of the Board of Directors regarding the above mentioned solicitation from the date of Board of Directors authorization to solicit proposal through final action of this solicitation by the Board of Directors.

Firm Name

Address

City/State/Zip

Telephone Number

Fax Number

Name of Representative

Title of Representative

Signature of Representative

Date

LOWER VALLEY WATER DISTRICT

REFERENCES

The Bidder must list three (3) references, listing firm name, dates of service, address, contact person, email address and telephone number to whom they have provided satisfactory performance with similar scope of service.

COMPANY NAME:	
DATES OF SERVICE:	
ADDRESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	

COMPANY NAME:	
DATES OF SERVICE:	
ADDRESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	

COMPANY NAME:	
DATES OF SERVICE:	
ADDRESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	

LOWER VALLEY WATER DISTRICT

APPENDIX

1. Insurance Table
2. W-9
3. Conflict of Interest Form CIQ

LOWER VALLEY WATER DISTRICT

INSURANCE TABLE

LIMITS OF COVERAGE FOR ALL CONSTRUCTION PROJECTS	AUTOMOBILE (5.04.A.6) {Combined Single Limit} Per Accident	COMMERCIAL GENERAL LIABILITY (5.04.A.3 through 5.04.A.6) {Combined Single Limit} Per Project	WORKER'S COMPENSATION (5.04.A.1 through 5.04.A.2) {Employers' Liability} Per Accident Per Employee Per Disease	UMBRELLA (SC-5.04.C.4) {Combined Single Limit}
CONTRACT PRICE LESS THAN \$100,000: Occurrence *General Aggregate Products/Completed Operations Aggregate	\$300,000	\$500,000 \$500,000 \$1,000,000	\$500,000 \$500,000 \$500,000	Not applicable
CONTRACT PRICE EQUAL TO \$100,000 OR GREATER AND LESS THAN \$500,000: Occurrence *General Aggregate Products/Completed Operations Aggregate	\$500,000	\$500,000 \$1,000,000 \$1,000,000	\$500,000 \$500,000 \$500,000	Not applicable
CONTRACT PRICE EQUAL TO OR GREATER THAN \$500,000 AND UP TO AND INCLUDING \$10,000,000: Occurrence *General Aggregate Products/Completed Operations Aggregate	\$1,000,000	\$1,000,000 \$2,000,000 \$2,000,000	\$1,000,000 \$1,000,000 \$1,000,000	\$2,000,000 \$2,000,000
CONTRACT PRICE GREATER THAN \$10,000,000: Occurrence *General Aggregate Products/Completed Operations Aggregate	\$1,000,000	\$1,000,000 \$2,000,000 \$2,000,000	\$1,000,000 \$1,000,000 \$1,000,000	\$5,000,000 \$5,000,000

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number									
or									
Employer identification number									

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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 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.