"Check List"

This form must be included with Bid/RFP/RFQ; please check off each item that applies

- ○ Invitation for Bid (IFB)/ Request for Proposal (RFP), Request for Qualifications (RFQ)
- ○ **Submitted within bid notice due date and time; name and address of bidder, date of bid opening; bid number and title on outside of sealed envelope**
- ○ Specification
  - ○ Verify if Bid form requires pricing for each item specified
  - ○ Verify if Bid form requires separate pricing per item and extended price per quantity provided
  - ○ Verify GRAND Totals are provided & correct
- ○ Bid price included in furnished forms
- ○ Bidder Information Form must be filled in and signed
- ○ Proof of no delinquent Business or Property Taxes
- ○ Conflict of interest questionnaire included
- ○ Certification Regarding Debarment (Form H2048)
- ○ Certification Regarding Federal Lobbying (Form 2049)
- ○ Workers compensation certificate (copy); include copy of insurance coverage in package

_____

Signature of persons
Completing this form

Invitation, Bid, and Award

(Formal)

County of Webb	Date Issued:	Bid NO. 2014-80

Sealed Bids subject to the Terms and Conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, drawings, or other data as are attached or incorporated by reference in the schedule, will be received at the **Office of the Webb County Clerk, Webb County Justice Center, 1110 Victoria St., Suite 201, Laredo, TX 78040 before 2:00 p.m.** Central Time on **February 11, 2014** and publicly opened , for furnishing the supplies or services described in the accompanying schedule. Bids received after 2:00 p.m. on the due date will not be opened.

Bid No. 2014-80 "3-month contract for Copier Paper, Toner, Ink Cartridges, & Bottled Water"

Conditions:

1. All bid quotations must be submitted with this specification form.
2. The County reserves the right to hold all bids for a period of thirty (30) days from date of bid opening, without taking action thereon.
3. The County reserves the right to reject any and all bids to waive defects and formalities in such bids, and to award contract to the bidder which it considers has submitted the most advantageous bid.
4. The County reserves the right to select a primary & secondary vendor, and or to select multiple vendors.
5. No price changes will be permitted for any item during the entire period of this contract. All prices will remain firm for duration of this contract.
6. It is the requirement of the bidder to acquaint fully with the conditions of the specifications. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve him from any obligation of this bid invitation.
7. Bidder must fill out all portions of the bid unless otherwise stated in this contract.
   Term of Contract:
   Contract shall be for the period beginning
   February 24, 2014 and terminating **May 24, 2014**

The County of Webb is considering extending this contract for an additional 3 mos. Please indicate below if your company would be interested in an extension.

YES ◯ NO ◯

Price Schedule for Ink Cartridges & Toners

(NO REFURBISHED CARTRIDGES, NO EXCEPTIONS)

Item Description	Unit of Measure	Qty	Unit Price	Extended Price
HP Q7553A BLACK TONER	EA	8		
HP 49A TONER	EA	5		
HP 82A YELLOW CARTRIDGE	EA	4		
HP 81A CYAN CARTRIDGE	EA	2		
HP 83A MAGENTA CARTRIDGE	EA	4		
LEXMARK X203H22G PHOTOCONDUCT	EA	1		
TONER LASER LJ 4700 BLACK	EA	1		
HP CC532A YELLOW TONER	EA	3		
HP CC533A MAGENTA TONER	EA	4		
HP CC531A CYAN TONER	EA	4		
BROTHER TN-350 BLACK TONER	EA	3		
CANON 104 BLACK TONER	EA	24		
BROTHER TN360 TONER CARTRID HY	EA	10		
HP Q2613A BLACK TONER	EA	10		
DELL PK941 BLACK TONER	EA	13		
HP 85A TONER	EA	24		
TONER HP LJ 3500-BLACK	EA	1		
TONER HP LJ 3500-CYAN	EA	1		
HP Q2672A YELLOW TONER	EA	1		
HP Q2673A MAGENTA TONER	EA	1		
BROTHER TN350 DUAL PACK	PK	4		
DELL 3130CN BLACK TONER CART	EA	2		
DELL 3130CN YELLOW TONER CART	EA	1		
DELL 3130CN MAGENTA TONER CART	EA	1		

DELL 3130CN CYAN TONER CART	EA	1		
HP 42A TONER	EA	3		
HP Q6470A BLACK TONER CARTRIDG	EA	2		
HP CC530A BLACK TONER	EA	7		
BROTHER TN-460 BLACK TONER	EA	4		
HP C7115A BLACK TONER	EA	2		
C925 BLACK HIGH YIELD TONER	EA	2		
LEX IMAGING UNIT C925 BLACK	EA	2		
DELL DRYXV TONER CARTRIDGE BLK	EA	9		
HP C7115X BLACK TONER	EA	4		
HP 124A CYAN TONER	EA	6		
HP 124A BLACK TONER	EA	6		
HP 124A YELLOW TONER	EA	5		
HP 124A MAGENTA TONER	EA	4		
HP Q7551A BLACK TONER	EA	4		
HP CE390A BLACK TONER CARTRIDG	EA	2		
DELL HF44N TONER CARTRIDGE BLK	EA	2		
DELL 1815DN BLACK TONER 5K	EA	2		
HP 507A MAGENTA TONER (CE403A)	EA	1		
HP 507A YELLOW TONER (CE402A)	EA	1		
HP 507A CYAN TONER (CE401A)	EA	1		
HP 507A BLACK TONER (CE400A)	EA	1		
BROTHER TN-430 BLACK TONER	EA	2		
HP 305A YELLOW TONER	EA	1		
HP 305A CYAN TONER	EA	1		
HP 305A MAGENTA TONER	EA	1		
HP 305X BLACK LASERJET TONER	EA	1		
HP C9720A BLACK TONER	EA	1		
HP LASERJET Q2612A CART	EA	8		
HP 49X TONER	EA	2		
HP Q6472A YELLOW TONER CART.	EA	1		
DELL 3110CN/3115CN BLACK TONER	EA	1		

LASERJET CE250A BLACK TONER	EA	4		
LASERJET CE251A CYAN TONER	EA	2		
LASERJET CE252A YELLOW TONER	EA	1		
LASERJET CE253A MAGENTA TONER	EA	1		
LEXMARK E260A11A RETURN TONER	EA	6		
LEXMARK T650A11A RETURN TONER	EA	2		
HP CE505A BLACK TONER CARTRIDG	EA	27		
OKIDATA B411/B431 SERIES TONER	EA	5		
CRTDG,DELL 2330D/DN,BK,HY	EA	1		
HP COLOR LASER CB543A MAGENTA	EA	1		
HP COLOR LASER CB542A YELLOW	EA	2		
HP COLOR LASERJET CB541A CYAN	EA	2		
HP COLOR LASERJET CB540A BLAC	EA	2		
HP Q3960A BLACK TONER	EA	1		
BROTHER TN420 BLACK TONER	EA	3		
LEXMARK E360H11A RTN TONER HY	EA	0		
BROTHER TN750 BLACK TONER HY	EA	2		
12A7462 TONER CARTRIDGE HY	EA	1		
BROTHER TN-580 BLACK TONER	EA	2		
HP Q7553X BLACK TONER HY	EA	2		
BROTHER TN115BK BLACK TONER	EA	1		
BROTHER TN110Y YELLOW TONER	EA	1		
BROTHER TN650 BLACK TONER HY	EA	2		

HP LASERJET CE255X BLACK TONER	EA	1		
BROTHER TN315BK HY BLACK TONER	EA	2		
BROTHER TN450 HY BLACK TONER	EA	8		
Toshiba E-Studio 12A9635	EA	5		
Toshiba E-Studio 12A9645	EA	5		
Toshiba E-Studio 12A9640	EA	5		
Toshiba E-Studio 24B2069	EA	5		
HP Color Laser Jet 2605dn Q6000 A Black	EA	5		
HP Color Laser Jet 2605dn Q6002 A Yellow	EA	5		
HP Color Laser Jet 2605dn Q6001 A Cyan	EA	5		
HP Color Laser Jet 2605dn Q 6003 A Magenta	EA	5		
HP Laser Jet 1320 49X – Q5949X	EA	5		
HPQ7583A Magenta	EA	5		
HPQ7582A Yellow	EA	5		
HPQ7581A Cyan	EA	5		
HP49A (Q5949A) Laser Jet 1320	EA	10		
HP96A (C4096A) Laser Jet 2200	EA	5		
HP05A (CE505A) Laser Jet P2035	EA	5		
Hp15A (C7115A) Laser Jet 1200	EA	5		
HP CC530 A Black- Laser Jet CP2025	EA	5		
HP CC531 A Cyan- Laser Jet CP2025	EA	5		
HP CC532 A Yellow- Laser Jet CP2025	EA	5		
HP CC533 A Magenta- Laser Jet CP2025	EA	5		
HP 53A (Q7553A) Laser Jet P2015	EA	5		
HP 98A LaserJet 92298A	EA	5		
HP C9721 A- Cyan Laser Jet 4600dn	EA	5		
HP C9722 A – Yellow Laser Jet 4600dn	EA	5		
HP C9723 A – Magenta Laser Jet 4600dn	EA	5		
Hp Q3961 A- Cyan	EA	5		
HP Q3962 A- Yellow	EA	5		
HP Q3963 A – Magenta	EA	5		
HP 49A Q 5949A	EA	5		
HP13 A Q2613A	EA	5		
HP C9700A –Black	EA	5		
HP C9701A- Cyan	EA	5		
HP C9702A- Yellow	EA	5		
HP C9703A -Magenta	EA	5		
HP 419CA	EA	5		
HP Q3971A- Cyan	EA	5		
HP Q3972A- Yellow	EA	5		
HP Q3973A- Magenta	EA	5		

HP42X –Mass Printing	EA	5		
HP 92A	EA	5		

Price Schedule for Copier Paper

Item Description	Unit of Measure	Qty	Unit Price	Extended Price
Copier Paper- Letter Size **Navigator** 99 Brightness ***(must be NAVIGATOR brand, NO EXCEPTIONS)***	Cs.	150		
Copier Paper –**Xerox** Legal Size 8 ½ x 14	Cs.	20		
Copier Paper- **Discovery** Ledger Size 11 x17	Cs.	20		
Copier Paper- _____ **(STATE YOUR BRAND)**- Letter Size - 8 1/2 x11	Cs.	50		
Copier Paper 8 ½ x11 (500 sheet p/ ream) Canary	Ream	10		
Copier Paper 8 ½ x11 (500 sheet p/ ream) Tan	Ream	10		
Copier Paper 8 ½ x11 (500 sheet p/ ream) Salmon	Ream	10		
Copier Paper 8 ½ x11 (500 sheet p/ ream) GoldenRod	Ream	10		
Copier Paper 8 ½ x11 (500 sheet p/ ream) Gray	Ream	10		
Copier Paper 8 ½ x11 (500 sheet p/ ream) Ivory	Ream	10		
Copier Paper 8 ½ x11 (500 sheet p/ ream) Buff	Ream	10		
Copier Paper 8 ½ x11 (500 sheet p/ ream) Orchid	Ream	10		
Copier Paper 8 ½ x 11(500 sheet p/ream) Green	Ream	10		
Cardstock White 250 sheets p/ream	Ream	10		
Cardstock Ivory 250 sheets p/ream	Ream	10		
Cardstock Canary 250 Sheets p/ream	Ream	10		
Cardstock Pink 250 sheets p/ream	Ream	10		
Cardstock Blue 250 sheets p/ream	Ream	10		
Cardstock Green 250 sheets p/ream	Ream	10		
Cardstock Peach 250 sheets p/ream	Ream	10		
Cardstock Orchid 250 sheets p/ream	Ream	10		
Cardstock Golden Rod 250 Sheets p/ream	Ream	10		

Price Schedule- Bottle Water

Description			Unit Price	Extended Price
8 oz Bottled Water	Case 24	20		
16 oz Bottled Water	Case 24	150		

*Please Note that water is included in multiple Webb County contracts, and is not an exclusive contract

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.

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

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

Taxes: Vendor shall not include Federal Taxes or State of Texas Limited Sales Excise and use taxes in 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

Contract:

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

Award of Bid:

Bidder 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 bidder is unable to bid on 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, 2014. 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, 2014 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.

References:
Webb County requires proposer to supply with this proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative

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.

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.

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

Pricing: Pricing provided in the bid 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.

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 identify the estimate fee prior to diagnosing. A purchase order will be necessary if a fee will be applied to quotes and or estimates.

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

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 proposal 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 bids should be submitted on furnished forms. Bids 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.

Specification Clarification: If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other proposal 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/RFP/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/RFP/RFQ, and will be answered, and posted on the Webb County website.

Returns: In the event an item needs to be returned; vendor must accepts returns, and refund the purchase amount to Webb County with no restocking fees.

References

Name of Firm	Address	Phone	Name of Contact

Bidder Information:

Name of Company: _____

Address: _____

_____

Phone: _____

Email: _____

Signature of Person Authorized to Sign Bid:

_____
(Signature)

_____
(Printed Name)

_____
(Title)

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

_____

_____
(Date)

IMPORTANT

Bidder must complete this bid document in its entirety in order for it to be valid

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.**

Webb County

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 Danny Valdez
2. Commissioner Mike Montemayor
3. Commissioner Rosaura Tijerina
4. Commissioner John Galo
5. Commissioner Jaime Canales
6. Judge Becky Palomo, 341st Judicial District
7. Judge Oscar Hale, 406th Judicial District
8. Judge Joe Lopez, 49th Judicial District

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

Texas Department of
Agriculture

Form H2048
January 2008

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

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) 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, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which 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 the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, 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, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA 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	**Vendor ID No. or Social Security No.**	**Program No.**

Signature of Authorized Representative

Date

Printed/Typed Name and Title of
Authorized Representative

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, subgrant, 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 Texas Department of Agriculture 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards 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

NOTICE TO ALL BIDDERS

The Texas Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and these changes affect your bid on this project.

The TWCC has stated that it is aware that statutory requirements provided for workers' compensation insurance coverage is not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities... This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors.

Therefore, the atta ched is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the county should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation laws.

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Dr. Cecilia May Moreno
Webb County Purchasing Agent