



ANDERSON COUNTY

INVITATION TO BID

WELDING REPAIR & FABRICATION SERVICES

Anderson County is soliciting bids for welding repair & fabrication services as set forth in this Invitation to Bid.

All bids must be received in the office of:

**KARIN SMITH
COUNTY AUDITOR
ANDERSON COUNTY COURTHOUSE ANNEX
703 N. MALLARD ST., STE. 110
PALESTINE, TX 75801**

On or before:

**10:00 A.M. FRIDAY
JULY 13, 2018**

BIDS RECEIVED LATER THAN THE TIME AND DATE SET FORTH ABOVE WILL NOT BE CONSIDERED FOR AWARD; BUT INSTEAD, WILL REMAIN UNOPENED AND WILL BE RETURNED TO VENDORS WHEN POSSIBLE.

**BIDS SHOULD BE IN A SEALED ENVELOPE
CLEARLY MARKED WITH THE BID TITLE**

Any questions or requests for additional information should be directed to:

**DENISE WALDING
ASSISTANT COUNTY AUDITOR
PHONE: (903) 723-7448
dwalding@co.anderson.tx.us**

Name of Company submitting bid _____

TERMS AND CONDITIONS

PLEASE READ CAREFULLY

1. Bids must be received in the County Auditor's Office, Anderson County Courthouse Annex, 703 N. Mallard St., Ste. 110, Palestine, Texas 75801 no later than 10:00 A.M. on July 13, 2018. Public opening of the bids will be held at that time.
2. Carefully read all portions of the bid package including the following:
 - I. Cover sheet
 - II. Terms and Conditions
 - III. Specifications for the item(s) being published for competitive bid
 - IV. Bid Response sheet(s)
 - V. Vendor Reference information sheet.
 - VI. Conflict of Interest Questionnaire
3. Fill out All forms properly and completely.
4. All bids MUST be signed on the Bid Response sheet where indicated by persons who are properly authorized representatives of the Vendor. Signatures must be handwritten and in ink.
5. Anderson County through its Commissioners Court reserves the right to REJECT IN WHOLE OR IN PART ANY OR ALL BIDS, waive minor technicalities, and award the bid which best serves the interest of the County.
6. All contracts in excess of \$50,000, from the same supplier, are solicited for competitive bids. ONE COMPLETE ORIGINAL BID PACKAGE MUST BE SUBMITTED TO THE ANDERSON COUNTY AUDITOR'S OFFICE, ANDERSON COUNTY COURTHOUSE ANNEX, 703 N. MALLARD ST., STE. 110, PALESTINE, TEXAS 75801, BEFORE THE ABOVE DESCRIBED DATE. LATE BIDS WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.
7. No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.
8. Neither Department Heads nor Elected Officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners Court Agenda and approved in open court.
9. Department Heads and other elected officials are NOT authorized to enter into any type of agreement or contract on behalf of Anderson County. Only the Commissioners Court, acting as a body, may enter into a contract on behalf of the County. Additionally, Department Heads and other Elected Officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County's attorney prior to being signed by the County's authorized representative.

10. All prices submitted in a properly signed bid will constitute firm offers held open through time of award in Commissioners Court.
11. All bids meeting the requirements of this bid package will be considered for award.
12. Prices for all goods and services shall be firm for the duration of any contract awarded and shall be stated on the bid sheet(s). Prices shall be all inclusive AND GUARANTEED FROM JULY 16, 2018 THROUGH JULY 15, 2019. All prices must be written in ink or typewritten.
13. If Vendor contemplates any additional costs of any kind, other than those submitted, bidder MUST clearly indicate on the bid sheet(s) any such costs contemplated or forfeit the right to payment for the same.
14. Anderson County is exempt from all Federal Excise, State, and Local Taxes, therefore, tax must not be included in tendered bids.
15. All County purchases are subject to the County Purchasing Act (Texas Local Government Code # 262.021 et. seq.) unless specifically exempted therein. Other statutes may affect your rights and obligations. You are urged to consult with your attorney before entering into this or any contract.
16. Upon completion of each order, vendor shall send an itemized invoice to Anderson County Auditor, Anderson County Courthouse Annex, 703 N. Mallard St., Suite 110, Palestine, Tx 75801. Neither signed receipt nor payments shall be construed as an acceptance of any ineffective work, improper material(s), or release for any claim for damage.
17. All payments must have prior approval from Commissioners Court before payments can be made.
18. Anderson County may cancel any contract awarded upon thirty (30) days written notice. Notice shall be sent by certified mail, returned receipt requested.
19. Any successful vendor may not assign, sell, or otherwise transfer this contract without prior written permission of the Anderson County Commissioners Court.
20. Any successful vendor shall not deliver products or services as part of this contract without first obtaining a purchase order number from the Anderson County Auditor's Office.
21. Any successful vendor shall not deliver products or services in excess of those authorized and under no circumstances will Anderson County be liable for products or services or costs which exceed the amounts specified in this bid package and the required purchase order(s).
22. Successful bidder will provide any and all notices as may be required under the Drug-Free Work Place Act of 1988. 28 CFR Part 67.100 Et.seq. Successful bidder also agrees to comply with any and all applicable provisions of the Americans With Disabilities Act.

23. The successful bidder and Anderson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
24. Successful bidder shall warrant that all item(s) shall conform to the proposed specifications and / or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
25. Vendors are responsible for including any product literature and / or product data sheets or samples AS MAY BE REQUIRED, IF ANY, on the actual specifications made a part of this bid package. If the actual specifications require supporting literature and / or data sheets or samples, then failure to provide same before the County Purchasing Agent prepares spreadsheet will disqualify the bid as incomplete and invalid for consideration. Be sure any such supporting literature and / or data sheets or samples address all areas as required on the actual specifications. A sample picture with a model number will not satisfy the literature requirement, if any, in the actual specifications.
26. Properly signed bids may be withdrawn any time prior to the official award of any contract. HOWEVER, A BID NOT WITHDRAWN PRIOR TO ITS CONSIDERATION BY THE COMMISSIONERS COURT IS CONSIDERED A FIRM OFFER AND CANNOT BE WITHDRAWN AFTER ACCEPTED BY AWARDING OF A CONTRACT IN COMMISSIONERS COURT. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners Court's considering same.
27. Each vendor by submitting a bid agrees that if its bid is accepted by the Commissioners Court, such vendor will furnish all items/services upon which prices have been tendered and upon the terms and conditions in this bid package.
28. The person signing on behalf of the vendor expressly affirms that he is duly authorized to tender this bid and to sign the bid sheets and contract under the terms and conditions in this bid package, and further understands that the signing of the contract shall be on no effect unless subsequently awarded in Commissioners Court.
29. Item(s) supplied under this contract shall be subject to Anderson County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful bidder within one (1) week after notification at no expense to the using entity. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the using entity for disposition.
30. In addition to warranties implied by law, Seller warrants that the goods will be new, unused and of current production; merchantable; free from defects in design, material, fabrication and workmanship; in conformity with applicable specifications or samples; will be delivered free of any security interest or other encumbrance, and will be free of any claim of infringement and fit for their intended use; and that Anderson County will acquire good and marketable title to the goods. Seller warrants that services of any nature furnished will be rendered competently by qualified personnel and in accordance with the highest applicable standards. These warranties will survive

acceptance and payment. All warranties will run to Anderson County and its customers.

31. The successful bidder shall defend, indemnify, and save harmless Anderson County and all its officers, agents, and employees who are participating in this contract from all suits, actions, or property on account of any negligent act or fault of the successful bidder, or any of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against Anderson County.

32. The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

33. A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following minimum requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

34. Anderson County reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the County Judge of his intent to appear. In determining responsible bidder the following will be taken into consideration, experience, past performance, business and/or financial capabilities and/or capacity, skill, technical organization and reliability. Cash discounts are not considered in bid award. If two or more bidders, able to conform to the specifications, submit the lowest and best bid, the Commissioners Court shall decide between such bidders by drawing lots in a manner prescribed by the County Judge.

35. At the discretion of the Commissioners' Court, Bids may or may not be awarded to a separate vendor. Anderson County reserves the right to concurrently award this bid to the Second Lowest Bidder. The Second Lowest Bidder may provide services requested by Anderson County in the event that the Low Bidder experiences circumstances, which prevent the Low Bidder from providing the service requirement within the time frame, set forth by the County.

36. Rejection of bids. If a bid is submitted in which there is failure to comply with the Specification requirements, such bid will not be considered and the contract awarded to the responsible bidder submitting the lowest and best bid conforming to the Specifications provided, however, the Commissioners Court shall in any event, have the authority to reject all bids or parts of bids when the interest of the County will be served thereby.

37. Anderson County will not actively solicit bids, proposals, quotations or otherwise test the market solely for the purpose of seeking alternative sources; however, Anderson County reserves the right to purchase elsewhere any and/or all items covered by this contract if available from another source at a price lower than the contract price or if contract term(s) are not met, or if the successful bidder can not deliver the ordered goods to meet County work schedules.

38. County funds for payment on any contract(s) awarded have been provided through Anderson County budget approved by County Commissioners for this fiscal year only. State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The Fiscal year for Anderson County extends from January 1st through December 31st. Furthermore, the Anderson County Commissioners Court, unconditionally reserves to itself the right to terminate this contract at the end of each budget period notwithstanding the actual anticipated term of the contract.

39. The County shall have the option of extending this contract, subject to approval of funding and review of the service provided by the Contractor, for one (1) additional year term. Contracts are extended upon mutual agreement of both Vendor and the County. The County of Anderson will not consider Contract extensions which include any increase in unit bid prices.

40. All delivery and freight changes are to be included.

Anderson County reserves the right to accept or reject all or any part of any bid and make award that best serves the interests of Anderson County.

INSURANCE REQUIREMENTS

Insurance.

PRIOR TO STARTING THE CONTRACT WORK the contractor shall procure and provide proof to the county of general liability, automobile liability and worker's compensation insurance for the duration of the work.

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

Contractor Duties

The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties, without limiting or restricting the volume of services and solely for the convenience of the contractor, the service to be performed shall, in general, comprise the following welding work:

Steel, Stainless Steel, Aluminum, and other alloys

Shop Work

- Covers welding work in the contractor's shop, such as repairs to equipment or items brought to the shop that require welding or fabrication at the shop. Any job which is predominately fabrication in the shop (over 50%) shall be considered shop work even if the job requires field installation of the finished item by the contractor.
- The Contractor shall provide services of competent and certified welders as requested by the Commissioner/department head and/or his designated representative.
- All welding services and welding equipment/apparatus shall be in compliance with the Department of Labor Occupational Safety and Health Standards, Title 29, Chapter XVII, Part 1910, Subpart Q, Sections 1910.251 through 1910.254 inclusive, the National Fire Code, and all other applicable Federal, State, and/or Local codes and regulations.

- For services rendered, the Contractor must turn in to the department head and/or his designated representative, a copy of the job's invoice describing work and parts/materials used.
- The Contractor will bear all expenses for any or all unacceptable work previously completed in an unsatisfactory or faulty manner.
- Whenever possible, all work will be performed during normal work hours. In the event that work is scheduled after normal working hours, or on a weekend, or on holidays, the contractor will invoice as follows:
- If the scheduled hours are for the convenience of the county: Overtime rates will apply.
- If the scheduled hours are for the convenience of the Contractor: Regular time will apply.

Work Site General Requirements

- The contractor shall, before start of any work, prepare the work site, following all applicable safety precautions. The contractor shall repair to the county's satisfaction and at the contractor's expense any unusual damage to finished surfaces, existing structures and equipment at the site, resulting from the contractor's negligence in performing work under this contract.
- The contractor shall possess such state and local permits, licenses and certificates required by law to commence, carry on complete the work.
- During the progress of the work, the contractor shall maintain the work site in a neat and sanitary condition. Refuse shall be disposed of sufficiently frequent intervals so that no time there is unsightly accumulation of debris and/or rubbish. Final cleanup shall include removal of all equipment, surplus material, debris, and rubbish from the work site so that the work site is left in a neat and clean condition.
- The contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized and financed to perform the work specified and required. It is understood and agreed that the Contractor shall act as an independent Contractor in performing the work, maintaining complete control over its employees and all of its subcontractors. The Contractor shall perform all work in an orderly and workmanlike manner. If subcontractors are used by the Contractor, the Contractor shall be fully responsible for their work.
- All materials, equipment, and workmanship are subject to inspection and acceptance or rejection by the county. All materials shall be new and if not, specified in detail, of the most suitable grade or kind considering their intended use. All workmanship shall be in accordance with acceptable welding practices.

Materials

Materials used in work under this contract, such as steel, steel plate, etc. shall be invoiced to the county at the contractor's cost. If requested, the contractor shall provide to the county original invoices for the contractor-provided material.

Equipment

The successful bidder must own and operate a fully equipped utility vehicles readily available to perform requested welding repairs. Successful bidder must have a machine shop fully equipped to perform all types of machine work. Bidders must include on their bids a complete list of machinery equipment found on their machine shop. They need to include the machine

shop business address. Bidders not owning a machine shop must submit a contract document describing the contracted company name and address, type of work contracted, the contract expiration date. These documents must be submitted with their bid. An inspection of the utility vehicles and machine shop will take place before awarding the contract.

Warranty

A minimum of twelve (12) month warranty period from the date that the county accepts equipment shall be provided for all repairs. If a failure occurs due to a defect in materials and/or workmanship, the warranty shall re-new at startup so that a full twelve (12) months of warranty is possible. The warranty period shall cover all defects in workmanship and/or materials.

Job Completion

Job completion time for typical repairs under the terms and conditions of this contract are five days from date of job order.

Bidder's business hours: From: _____ a.m. to _____ p.m.

Days of week: _____

Final Inspection

When the work has been completed and at a time mutually agreeable to the county and the Contractor, a designated county employee shall make a final inspection of the work as to the acceptability and completeness of the work.

Regular Hourly Price Rate	\$ _____ Hr.
Hourly Overtime Rate & Hours Overtime Applies Hours _____	\$ _____ Hr.
Machine Shop Service Rate	\$ _____ Hr.

Signature of Authorized Representative Date

Signature on this form indicates agreement with "Instructions to Bidder - General Terms & Conditions, pricing and all specifications listed on this document."

Company Name

Date

Signature of Authorized Representative

Title

Name of Authorized Representative

Telephone

Address

Welder Certifications

A welder must have a Steel Structure Welding Certification before working on field splices of beams and girders or other structural steel connections on transportation structures. A welder must be qualified before making the miscellaneous welds described in Texas' 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, Item 448.

Davis-Bacon Act:

If this work has federal funding, work in this contract is subject to prevailing wage requirements for both the State (RCW Chapter 39.12) and federal (Davis-Bacon and related acts), if such work has an applicable wage category. The Contractor and all subs must then comply with the Davis-Bacon Act (includes 40 U.S.C. 276a to a-7) and related Acts (Walsh-Healy Public Contracts Act for manufacturer, and the McNamara-O'Hara Service Contract Act for services), as supplemented by Department of Labor regulations (20CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

The Contractor and every Subcontractor must then pay the greater of the State Prevailing wage rates and the federal prevailing wage rates as issued by the Secretary of Labor, on a classification by classification basis. Contractors shall be required to pay wages not less than once a week. The Contractor shall report all suspected or reported violations to the county. <http://www.gpo.gov/davisbacon/wa.html>

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax _____

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government 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.</p> <p>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.</p>	OFFICE USE ONLY
1 Name of person doing business with local governmental entity.	Date Received
2 <input type="checkbox"/> 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7 th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.	
4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this of this questionnaire.	

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

5

Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, Item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

☐ Yes
☐ No

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

☐ Yes
☐ No

- C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government office serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes
☐ No

- D. Describe each affiliation or business relationship.

6

Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number										
				-				-		
or										
Employer identification number										
					-					

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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

ATTACHMENT: Vendor Certification Statement

The undersigned hereby certifies that the RFP has been read and understood. In submitting its response, _____ (*company name*) represents to Anderson County (hereafter County) that:

1. It is capable of providing the services as described in the RFP;
2. The pricing being offered by the Vendor for the services are true and correct;
3. Agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
4. As of the date of signature below, it is not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control;
5. Is not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration;
6. Under Section 2155.004 and 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this certification is not ineligible to receive a resulting contract and acknowledges that such contract may be terminated and payment withheld if this certification is inaccurate;
7. Has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response;
8. Under Section 2155.004(a), Texas Government Code, the Vendor has not received compensation for participation in the preparation of specifications for this solicitation; and
9. Neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage.

Signature of Officer or Agent empowered to contractually bind the Vendor

Print Name

Title / Position

Date

CONTRACT

STATE OF TEXAS

COUNTY OF ANDERSON

WHEREAS, The above attached bid package including the Cover Sheet, Instructions, Specifications, and Bid Sheet(s) for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, the Anderson County Commissioners Court as the governing body of Anderson County did on _____, 20____ award to _____, Vendor, for furnishing the materials, equipment, supplies, and/or services in quantities and at prices as set forth in the above-attached bid package; and

WHEREAS, Texas law requires the Commissioners Court for all County purchases in excess of \$50,000.00 from the same supplier;

THEREFORE, know all men by these presents, that this contract is entered into by Anderson County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

WITNESSETH:

THAT IN ACCORDANCE with the above-attached bid package in ever particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials, and supplies services covered by any claims (1) conform to the attached specifications, (2) that the equipment, materials and supplies services were delivered in good condition, (3) that services contracted for by the Commissioners Court have been satisfactorily performed.

Texas Law to Apply

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are performable in Anderson County, Texas.

Severability

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Contract and the Contract shall be construed as if such invalid, illegal, and unenforceable provision had never been included in the contract.

Prior Agreements Superseded

This Contract, with the entire bid package incorporated herein including any required supporting literature, brochures and/or data sheets or samples, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this Contract.

Amendment

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

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

VENDOR

ANDERSON COUNTY

BY: _____
AUTHORIZED AGENT

BY: _____
COUNTY JUDGE

****Failure to sign the Contract page(s) may disqualify the bid from being considered by the Commissioners Court. However, this Contract is not valid unless awarded in Commissioners Court.****

