



REQUEST FOR PROPOSAL

Project No. 2025-20

Project Name: Annual Fuel Services

When submitting a Sealed Packet, please mark the envelope with your company name along with the project name and number.

Submissions Due Date:

Thursday, January 8, 2026, at 2:00 PM CST

No Submissions after the above deadline will be accepted.

No Mandatory pre-project conference

If "Yes" it will be held at:

N/A



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SECTION 1 – INTRODUCTION

1.1 - Request of Services:

The City of Freeport is seeking sealed proposals from qualified contractors to provide **Fuel Services**. The services requested are more specifically described in Section 3 in the Statement of Work.

The City is soliciting competitive **sealed proposals** from general contractor/construction firms having suitable qualifications and experience providing services in accordance with the terms, conditions, and requirements set forth in this packet. This packet provides sufficient information for interested parties to prepare and provide submissions for consideration.

1.2 - Public Information:

The City strictly adheres to the Texas Public Information Act¹ (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of Bid/Proposal information. Documents are not available for public inspection until after the contract is awarded. If the Submitter has notified the City, in writing, that the submitted document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this request for proposals and the responding company agrees that the agreement can be terminated if the company intentionally fails to comply with the requirement of that chapter. The vendor or company acknowledges that the solicitation is part of any resulting agreement of the solicitation.

1.3 - Type of Agreement:

All responding Submitters are hereby put on notice that if awarded the contract for procurement of goods or services, the City enters into that agreement in its governmental capacity, and not a proprietary capacity.

The selection of a responding company or an award of an agreement to a responding Submitter does not guarantee that the City shall in fact purchase goods or services, or enter into an agreement, or guarantee any particular volume, number, or sales.

Submitters should be aware that the contents of the successful **sealed proposals** will become a part of the subsequent contractual documents. This contract shall commence upon approval by the City Council. The contractor may be required to procure permit licenses, which are to be issued by the City; however, permit fee expenses shall be waived.

Failure of the Company to accept this obligation may result in the cancellation of any award. The City will have the right to seek the services of alternate vendors under the conditions that the contractor is not able to perform the work specified.

By submitting a packet, the Submitter further warrants and represents that he/she has become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products

¹ <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.552.htm>



required under this project. The failure or omission of the Submitter to acquaint himself/herself with existing conditions, facts, and circumstances, shall in no way relieve him/her of any obligation with respect to his/her bid and any ensuing agreement.

Each submitter acknowledges that the City has made a reasonable attempt to provide them with relevant data. The Submitter, therefore, waives any right of voidance of the agreement based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

1.4 - Clarifications, Addendums & Interpretations:

Proposer shall promptly notify the City of any omissions, ambiguity, inconsistency, or error that they may discover upon examination of this packet. The city shall not be responsible or liable for any errors or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous.

The City may, in its sole discretion, respond in writing to written inquiries concerning this packet. Only the City's responses that are made by formal written Addenda will be binding on the City. Any verbal responses, written interpretations, or clarifications other than Addenda to this RFP will be without legal effect. All Addendums issued by the City prior to the Submittal Deadline shall be and is hereby incorporated as a part of this packet for all purposes.

Companies are required to acknowledge receipt of each Addendum as specified in this Section. **The Submitter must acknowledge all Addendums by completing, signing, and returning the Addenda Checklist. The Addenda Checklist must accompany the Submitters response.** Any addendums will be found on:

<https://vendors.planetbids.com/portal/81745/bo/bo-detail/136080>

Responses to inquiries which directly affect an interpretation or effect a change to this project will be issued in writing by addendum and posted to the City website. All such addenda issued by the City prior to the submittal deadline shall be considered part of the packet. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

1.4.1 - Questions:

Any questions, technical or non-technical pertaining to this packet must be submitted to **Ashlee Hurst, CGFO**. The deadline for asking questions is Tuesday, ***December 23, 2025, at 12:00 noon (CST)***. Please reference the project name and page number. Non-compliance with this provision may result in rejection of the submission. Responses to questions will be posted on the city website: (<https://vendors.planetbids.com/portal/81745/bo/bo-detail/136080>) as an addendum prior to the submission deadline.

1.5 - Selection Process:

The City may make the selection of the Contractor on the basis of the packet initially submitted, without discussion, clarification, or modification.

After submission of a packet, but before final selection of a Contractor is made, the City may permit a Submitter to revise their submission in order to obtain the Submitters best and final submission. In that event, representations made by the Submitter in its revised submission, including price and fee quotes, will be binding on the Submitter. The City is not obligated to select the Submitter offering the most attractive economic terms if their submission is not representative of the best value for the City as set forth in Section 252.043 of the Texas Local Government Code, as determined by the City.



If only one submission is received in response to the Request for Bid/Proposal, a detailed cost submission may be requested of the single vendor. A cost/price analysis and evaluation or audit may be performed of the cost submission in order to determine if the price is fair, reasonable, and provides the best value for the City.

All correspondence relating to this submission, from advertisement to award, shall be sent to **Ashlee Hurst, CGFO; City of Freeport Finance Director** at 1201 North Avenue H Freeport, TX 77541. All presentations or meetings between the City and the Respondent relating to this packet shall be coordinated by the City's **Finance Director**. The City reserves the right to determine which submission provides the City with the best value and which will be in the City's best interest, and the most advantageous to the City.

1.6 - Evaluation Process:

If an evaluation is required, the evaluation of the submissions shall be based on the requirements and percentages described in Section 2.2 (Selection Criteria) of this packet. All timely and proper submissions shall be reviewed, evaluated, and ranked by the City.

The City shall select the submission that offers the "best value" for the City based on the published selection criteria and on the ranking evaluation criteria set forth in the packet – in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. All packets submitted by the Submittal Deadline, accompanied by the number of completed and signed originals that are required by this packet, will be opened publicly to identify the name of each Company submitting a proposal. Any submissions that are not submitted by the Submittal Date, or that are not accompanied by the number of completed and signed originals by this packet, will be rejected by the City as non-responsive due to material failure to comply with advertised specifications.

If the document(s) is incomplete or otherwise fails to conform to the requirements that are requested, the City alone will determine whether the variance is so significant as to render the packet non-responsive. After the opening of the packets and upon completion of the initial review and evaluation of the packets, the City may invite one or more selected Submitters to participate in oral presentations.

Scoring Criteria:

Experience:

Successful project(s) for the last 5 years with cost and detailed information on the project (Max 20 points)

Proposer's/Respondent's experience/past relationship with the City (Max 5 points)

Experience of Project Manager or Site Superintendent (Max 10 points)

The extent to which the goods or services meet the City's needs (Max 5 points)

Work Performance:

Past Performance on similar projects of size and scope (Max 10 points)

Management of Purchase Price/Pricing (Max 10 points)

Quality of goods and services (Max 5 points)

Capacity to Perform:

Experience of Staff (Max 10 points)



A Historically Underutilized Business (HUB [program to certify qualified small businesses]) (Max 10 points)

Adequacy to do the work assigned (Max 10 points)

Professional Liability insurance in force (Max 5 points)

Discussions may not be initiated by submitters. These discussions will be limited to issues and topics brought forth by the City. Any attempt by the proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City shall be grounds for disqualification. Vendors shall not contact any City personnel during the proposal process.

1.7 - City's Reservation of Rights:

The City may evaluate the Bids based on the anticipated completion of all or any portion of the Project. The City reserves the right:

1. to enter into an agreement for all or any portion of the requirements and specifications set forth in this packet with one or more Proposals or divide the Project into multiple parts.
2. to reject any and all submissions and re-solicit new Bids/Proposals.
3. to reject any and all submissions and temporarily or permanently abandon the Project, if deemed to be in the best interests of the City.

The Proposer is hereby notified that the City will maintain in its files concerning this packet a written record of the basis upon which a selection, if any, is made by the City. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this packet for any project and no such representation is intended or should be construed by the issuance of this submission. Acceptance of a Proposal for consideration does not waive this reservation of rights, nor does it imply any obligation by City.

If any submission is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the submission will be considered as non-responsive and will not be considered for award. The City reserves the right to evaluate and determine the next qualified submission for consideration of Award.

1.8 - No Reimbursement for Costs:

The submission of the Company acknowledges and accepts that any costs incurred by responding to this request shall be at the sole risk and responsibility of the Company.

The Submitter understands and agrees that:

- (1) this request is a solicitation for bids/proposals, and the City has made no representation, written or oral, that one or more agreements with the City will be awarded under this submission
- (2) the City issues this request predicated on the City's anticipated requirements for the services, and the City has made no representation, written or oral, that any particular scope of services will actually be required by the City
- (3) Submitter will bear, as its sole risk and responsibility, any cost that arises from the preparation of a submission in response to this request.

1.9 - Withdrawals and Amendments:

The City reserves the right to withdraw this submission for any reason. The City reserves the right to amend any aspect of this project by formal written Addendum prior to the submittal deadline. To obtain the best offers, the City may allow the submission of revisions after packets are submitted and before the award of the contract.



Addenda to the specifications shall be considered part of the contract documents. The bidders shall acknowledge receipt of addenda. Oral and other interpretations or clarifications will be without legal effect.

1.10 - Compliance with Senate Bills, House Bill and Texas Government Code:

Senate Bill 13² – Boycotting Energy Companies

Senate Bill 19³ – Discrimination Against Firearm Entities

House Bill 89⁴ – Boycotting Israel Verification (Texas Government Code 2270.001, 2270.002, and 808.001)

Texas Government Code Chapter 2252, Section 2252.152⁵ – Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited.

The City requires Submitter to verify that they are in compliance with these Bills and Texas Government Codes. Refer to Appendix E for these documents.

1.11 - Validity Period:

Once the submittal deadline has passed, any submitted bids shall constitute an irrevocable submission to provide the services set forth in the Scope of Services at the price(s) shown in the submitted document. Such submission shall be irrevocable until the earlier of the expiration of one hundred eighty (180) days from the submittal deadline, or until an agreement has been awarded by the City.

1.12 - Equal Opportunity Employer:

The City of Freeport is an equal opportunity employer and does not discriminate in awarding agreements or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status, or any other characteristic protected by law. The City requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state, and municipal laws and regulations regarding contracting and employment practices.

1.13 - Conflict of Interest Questionnaire (Form CIQ):

A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by the Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ) which is found in Appendix B.

1.14 - Disclosure of Interested Parties (Form 1295):

A person or business who enters into an agreement with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. (Appendix G)

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

² <https://capitol.texas.gov/tlodocs/87R/billtext/html/SB00013F.HTM>

³ <https://capitol.texas.gov/tlodocs/87R/billtext/html/SB00019F.HTM>

⁴ <https://www.legis.state.tx.us/tlodocs/85R/billtext/html/HB00089F.HTM>

⁵ <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>



1.15 - Protest Procedure:

Any respondent that submits a packet may protest. The protest will be submitted in writing to the City's Finance Director/Purchasing Division within three working days after such an aggrieved person knows of or should have known of the facts giving rise there to. If the protest is not resolved by mutual agreement, the Finance Director/Purchasing Division will promptly issue a decision in writing, via electronic mail to the protesting person.

All protest lodged by potential or actual bidders, contractors, or proposers must be made in writing, via electronic mail, and contain the following information:

- a. Name, address, and telephone number of the protestor.
- b. Identification of the solicitation or agreement number and time.
- c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
- d. Identification of the issue(s) to be resolved and statement of what relief is requested.
- e. Arguments and authorities in support of the protest.
- f. A statement that copies of the protest have been delivered (via electronic mail) to all interested parties in the invitation to bid or request for proposals process.

In the case of request for bids/proposals, the City's Finance Director shall ask the protester to deliver, via electronic mail, the protest to relevant parties.

The City Manager has the authority to render the final determination regarding the protest. Any determination rendered will be final.

1.16 - Insurance:

Contractor agrees to procure and always maintain, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers Rated A+ or better by AM Best with the minimum amounts of coverage outlined.

All Carriers must be admitted in the State of Texas.

All successful submitters must agree to name the City of Freeport, its officers, elected officials and employees as additional insures, and Waive Subrogation by Endorsement.

See Appendix F on pages 25 and 26 for more information.



SECTION 2 – NOTICE TO BIDDERS

2.1 - Invitation:

The City of Freeport Purchasing Department is accepting sealed packets for **Annual Fuel Services**.

2.2 - Submissions:

ELECTRONIC SUBMITTALS: E-bidding is available, please visit the website to view and submit your bid: <https://vendors.planetbids.com/portal/81745/portal-home>

PAPER SUBMITTALS: You may submit your bid by paper per the below instructions, if you prefer:

City of Freeport
Attn: City Secretary
1201 North Avenue H
Freeport, TX 77541

Closing: 2:00 PM CST, **Thursday, January 8, 2026**

All sealed submissions should include all documents as required. The bids shall be submitted in hard copy, placed in a sealed envelope, signed by a person having the authority to bind the bidder in a contract, and marked clearly on the outside as outlined above. Submit three (3) copies and one (1) electronic version (flash drive preferred).

2.3 - Submittal Deadline:

2:00 PM on **Thursday, January 8, 2026**

ALL SUBMISSIONS MUST BE RECEIVED BY THE CITY SECRETARY BEFORE THE SUBMITTAL CLOSING DATE AND TIME – NO EXCEPTIONS.

Submissions received by the City Secretary after the submission deadline will be unopened, will not be returned, and will be considered void and unacceptable. The City of Freeport is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in City Secretary's office shall be the official time of receipt. The City of Freeport reserves the right to reject any and all bids and to waive any informality in the bids received. The City of Freeport reserves the right to cancel this procurement at its discretion.

2.4 - Questions:

Please refer to section 1.4.1 for contact information.

2.5 - Criteria for Selection:

Companies are encouraged to provide a submission that includes terms and conditions offering the best value & maximum benefit to the City as prescribed by Section [252.043 Texas Local Government Code](#)⁶ on page 10.

If an evaluation is needed, an evaluation team from the City will evaluate the submissions. The evaluation and the selection of a Vendor will be based on the information provided, please refer to section 1.6. The City may consider additional information if the City deems such information relevant.

⁶ <https://statutes.capitol.texas.gov/Docs/LG/pdf/LG.252.pdf>



SECTION 3 – SCOPE OF WORK

3.1 - Project Title:

Annual Fuel Services

3.2 – City’s Payment Terms:

Invoices submitted for payment shall be sent electronically to finance@freeport.tx.us or via mail to ‘City of Freeport – ATTN: Accounts Payable, 1201 North Ave H, Freeport, TX 77541’. The City of Freeport issues payments on a NET 30 basis.

3.3 – Scope of Work:

Overview

The City seeks competitive bids for fuel products. The purpose of these specifications is to describe the requirements of the City for the annual fuel contract. This contract is intended for routine and continuous usage.

Items and Estimated Quantities

The following are the items needed and estimated annual* quantities:

Section 1 – Fuel Deliveries

Service Center	510 S Avenue A	Freeport, TX 77541
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Unleaded Gasoline 87 Octane 74,000 gallons annually – Average 4,900 gallons monthly

Ultra Low Sulfur Diesel 15,000 gallons annually – Average 2,500 gallons monthly

Section 2 – Other Fuels to be Delivered

Motor Oil - Pennzoil Plat 5W20 or equivalent 100 gallons bulk, twice annually

Motor Oil - Pennzoil Plat 5W30 or equivalent 100 gallons bulk, twice annually

Motor Oil - Pennzoil Plat 0W20 or equivalent 50 gallons bulk, four times annually

Fluid, Hydraulic – AW68 50 gallons bulk, four times annually



Section 3 – Alternate Fuels

The City may order any of the following products but does not have an annual average. Please provide costs based on the lowest quantities offered:

Motor Oil – Chevron Delo 400 CJ4 15W40 or equivalent

Lube, Gear 75W90 – Fuel Synthetic

Lube, Gear 80W140 – Fuel Synthetic

Fluid, Hydraulic – AW46

Fluid, Hydraulic – – John Deere J20C

Fluid, Transmission –TES 295 Approved

Fluid, Transmission – Dexron III or equivalent

Fluid, Antifreeze – Shellzone Multi-Vehicle ELC or equivalent

*The quantities listed are only estimates based on previous usage amounts. The City does not guarantee to purchase any given quantity and shall not be obligated to purchase any excess stock carried by the vendor at the end of the contract. Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative

of the type and quality desired.

Vendor will supply and deliver the grades of oil and gasoline requested at the bid price of a fixed differential in excess of the following formula: The daily pricing listed in the Oil Price Information Service (OPIS) Pad 3 Report for Houston, Texas Rack Prices posted for reformulated unleaded gasoline and Ultra Low Sulphur #2 Diesel. The last report published prior to the day of delivery will provide the formula for the price of the product delivered to the City each delivery.

Random samples may be taken from any delivery by the City and tested for compliance. If results, comply with specifications, the City will stand the expense. If results do not comply, the vendor will be required to remove all materials within twenty-four (24) hours after notification. The vendor will replace a suitable product and bear the cost of all test analyses if the product tested does not comply with the City's specifications.



Deliveries

Motor fuels shall be delivered by the Contractor in appropriate vehicles and all transportation and delivery charges shall be borne by Contractor. Trucks making gasoline deliveries shall be equipped with the proper equipment such as ticket printers and meters to assure accurate measures. All vehicles will properly display State of Texas certification and safety placard. Each delivery will be accompanied with a MSDS sheet pertaining to the product delivered at that point.

All deliveries will be delivered to one of the two locations noted above.

If the Contractor is unable to comply with this requirement, the City reserves the right to purchase motor fuels on the open market and apply all costs in excess of prices established by this contract to the account of the Contractor.

Leakage from tanks shall be reported immediately. Contractor is responsible for site remediation from storage tank over-fills and/or delivery spillage.

Office Hours:

- City Hall is open Monday-Friday 8 AM to 5 PM (excluding Federal Holidays)
- Service Center will accept deliveries Monday – Friday between 8 AM and 5 PM

EMERGENCY OPERATIONS DELIVERIES

In order to provide the most effective response to an emergency The City will order fuel (unleaded gasoline and diesel) before the emergency i.e. Tropical storms or hurricanes.



SECTION 4 – SUBMISSION INSTRUCTIONS

SUBMISSION OF PACKET

4.1 - How to submit:

Bids may be submitted by paper at the address listed in Section 2.2 or electronically through our online portal: <https://vendors.planetbids.com/portal/81745/portal-home>

4.2 - Required Contents:

All items in this packet are considered part of the Submission package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Submissions not including all of the above will be considered non-responsive.

4.3 - Alterations or Withdrawals of Document(s):

Any submission may be withdrawn, or a revised submission substituted prior to the submittal deadline. Submission Documents cannot be altered, amended, or withdrawn by the Company after the submittal deadline; however, to obtain the best offers, the city may allow the submission of revisions after packets are submitted and before the award of the contract.

4.4 - Deadline:

The deadline for submission of packets shall be identified on the cover page of the Bid/Proposal and on the Appendix A- Proposal Document. It is the Company's responsibility to have the Bid/Proposal Documents, including Addenda, correctly submitted by the submission deadline. **No extensions will be granted, and no late submissions will be accepted.**

4.5 - Document Format:

If submitting a paper response: All documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Services. The submittal must be written in pen or typed, signatures must be signed in pen, or a digital signature via the electronic submittal process. Anything written in pencil will not be accepted. Mistakes can be crossed out with a single line and corrections inserted and initialed by the individual signing the submission.

4.6 - Questions and Responses:

Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Division or the assigned individual (see 1.4.1 on pg. 4) will not be answered and any communication with any other User Department prior to award by City Council will disqualify a vendor from being considered for award.

4.7 - Pre-Project Conference(s):

If a pre-meeting is requested, it will be documented on the cover sheet of this packet. If it is made mandatory and you do not attend, your submission will be disqualified.



Submission of Packet Checklist

WHAT MUST BE INCLUDED IN THE PACKET

Check-off	Information	
	Cover Letter	
	Type of organization	
	Company/Firm Background	
	Key personnel assigned to project with qualifications	
	Quote/Cost estimates and fees	
	Acknowledged any and all Addendums, complete & sign Addenda Checklist	
	One original copy of submission	
	Two additional copies of submission	
	One electronic copy on a flash drive	

Check-off	Appendix	Document Name	Must be Included
	A	Proposal Document	Yes
	B	Conflict of Interest	Yes
	C	Nepotism Statement	Yes
	D	Texas Public Information Act	Yes
	E	Senate Bills 13 & 19, House Bill 89 Verification	Yes
	F	Insurance Requirements	Yes
	G	Interested Parties Form 1295	Yes
	H	References	Yes
	I	Similar Project History	Yes
	J	Historically Underutilized Businesses	Yes
	K	Bid Bond or Guarantee	Yes
	L	ACH Form and W-9	Yes

Cover Letter: Include a cover letter expressing the **Bidder's** interest and understanding of the request for proposals. The letter should name all the people authorized to make representations for the company and be signed by an authorized representative.

Type of organization: (i.e.) individual, partnership, corporation, etc.

Firm Background: Describe your firm including ownership structure, service area, the volume of projects, length of time in the industry, financial stability, and availability to the project location.

List the qualifications of key personnel who would be assigned to this project including relative experience, degrees, certifications, and professional affiliations.



SECTION 5 - APPENDICES

Appendix A	–	Proposal Document
Appendix B	–	Conflict of Interest
Appendix C	–	Nepotism Statement
Appendix D	–	Texas Public Information Act
Appendix E	–	Senate Bills 13 & 19, House Bill 89 Verification
Appendix F	–	Insurance Requirements
Appendix G	–	Interested Parties Form 1295
Appendix H	–	References
Appendix I	–	Similar Project History
Appendix J	–	Historically Underutilized Businesses
Appendix K	–	Bid Bond or Guarantee
Appendix L	–	ACH Form



Appendix A – Submittal Form

All Submissions delivered to the City of Freeport shall include this page with the submittal.	
Project Number:	
Project Title:	
Submittal Deadline:	Thursday, January 8, 2026 @ 2:00 p.m.
Company Information:	
Company Legal Name:	
Address:	
City, State & Zip	
Federal Employers Identification Number #	
Phone Number:	
E-Mail Address:	
<p><u>Company Authorization</u></p> <p>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into an agreement on behalf of the Proposer.</p> <p>Printed Name of Authorized Representative: _____</p> <p>Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>	

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.



Appendix B – Conflict of Interest

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict-of-Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods, or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases, and any purchase of goods and services by the City
 - b. contracts for the purchase or sale of real estate property, personal property including an auction of property.
 - c. tax abatement and economic development agreements
2. submits a Bid/Proposal to sell goods or services or responds to a request for a bid/proposal for services.
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City.

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members.
2. City Manager.
3. Board and Commission members and appointed members by the Mayor and City Council.
4. Directors of development corporations.

EXCLUSIONS: A questionnaire statement does not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this appendix.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential



contract or agreement with the City; and an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

2. It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted, or negotiations commence.



Appendix B - Conflict of Interest

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.



Appendix B - Conflict of Interest

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.



Appendix C – Nepotism Statement Form

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE BID OR PROPOSAL “NON-RESPONSIVE.”

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Freeport by completing the following:

If the Proposer or Bidder is an individual:

___ I am **not** related by blood or marriage to any official or employee of the City of Freeport.

___ I am related by blood or marriage to the following official(s) or employee(s) of the City of Freeport.

Name and title of City Official or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

___ The officers of the company submitting this bid or proposal are **not** related by blood or marriage to any official or employee of the City of Freeport.

___ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Freeport.

Name and title of officer: _____

Employee and title of City Official/Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.



Appendix D – Public Information Act Form

Steps to Assert Information Confidential or Proprietary

All proposals, data, and information submitted to the City of Freeport are subject to release under the Texas Public Information Act (“Act”) unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission. On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and Bid/Proposal sheet(s) with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

By signing this form, I acknowledge that I have read the above and:

The submitted packet to the City contains **NO** confidential information and may be released to the public if required under the Texas Public Information Act.

The submitted packet **contains** confidential information, which is labeled and may be found on the following pages: _____
Any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Firm Submitting: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.



Appendix E – Legislature Verification Form

SENATE BILLS 13 & 19, HOUSE BILL 89 VERIFICATION

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies:

- (1) it does not boycott energy companies
- (2) it will not boycott energy companies during the term of this Agreement.

Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2271.001, 2271.002, 808.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. “Company” has the meaning assigned by Section 808.001, except that the term does not include sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.



Appendix E – Legislature Verification Form

SENATE BILLS 13 & 19, HOUSE BILL 89 VERIFICATION

I, _____ the undersigned representative of
(Person name)

_____ (here in after referred to as Company)
(Company Name)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in Senate Bills 13, 19 and House Bill 89.

Signature of Company Representative: _____

Date: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.



Appendix F – Insurance Requirements

Contractor agrees to procure and always maintain, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers Rated A+ or better by AM Best with the minimum amounts of coverage outlined below:

- A. Workers' Compensation or Employer's Liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's Liability coverage shall have a minimum limit of **\$1,000,000** for liability arising out of any accident related to the Work.
- B. Comprehensive General Liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than **\$1,000,000 per occurrence with an aggregate of \$3,000,000 or its equivalent**, and will include, without limitation, the following coverages:
 - 1. Contractor Liability Coverage
 - 2. Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment and extending for at least two (2) years from that date.
- C. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than **\$1,000,000 per occurrence**. Such coverage shall include owned, hired, and non-owned vehicles of Contractor or Contractor's employees, agents, representatives, or subcontractors.
- D. The Contractor shall require all its subcontractors to provide the foregoing coverage, as well as any other coverage that Contractor considers necessary. The Contractor will require that all subcontractors maintain a comprehensive Commercial General Liability policy with a minimum limit of at least **\$1,000,000 per occurrence with an aggregate of \$3,000,000 or its equivalent**. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. City of Freeport accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- E. All insurance policies required by this Appendix G shall contain a clause waiving any right of subrogation against City of Freeport. Insurance policies under (B), and (C), shall include City of Freeport as an additional insured by endorsement.



Appendix F – Insurance Requirements

- F. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
- 1) City of Freeport shall be named as an Additional Insured with respect to General Liability and Automobile Liability.
 - 2) All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
 - 3) A waiver of subrogation in favor of City of Freeport shall be contained in the Workers Compensation and all liability policies.
 - 4) All insurance policies shall be endorsed to require the insurer to immediately notify City of Freeport of any material change in the insurance coverage.
 - 5) All insurance policies shall be endorsed to the effect that City of Freeport will receive at least 60 days' notice prior to cancellation or non-renewal of the insurance.
 - 6) All insurance policies, which name City of Freeport as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - 7) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - 8) Contractor may maintain reasonable and customary deductibles, subject to approval by City of Freeport.
 - 9) Insurance must be purchased from insurers rated A+ or better by AM Best.
- G. All insurance must be written on forms filed with and approved by the Texas Department of insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
- A. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
 - B. Shall specifically set forth the notice-of-cancellation or termination provisions to City of Freeport.
 - C. All contractors and subcontractors must meet minimum OSHA safety requirements as applicable to their operations.

Ten days before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.



Appendix G – Certificate of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES FORM 1295

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and, as it applies to contracts entered on or after January 1, 2016. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

Interested party means:

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

Controlling interest means:

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

You must fill out this form electronically, Form 1295, on the Texas Ethics Commission website (www.ethics.state.tx.us/File), whether you have an interested party claim or not. Then print, sign, and file with your bid. There are exemptions to electronic filing. Please read the information provided on the Texas Ethics Commission website.



Appendix G – Form 1295

CERTIFICATE OF INTERESTED PARTIES FORM 1295

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.		Must file online at www.ethics.state.tx.us/File	
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. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____ (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) <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>			
ADD ADDITIONAL PAGES AS NECESSARY			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

THIS DOCUMENT MUST BE COMPLETED AND WILL BE VERIFIED AS IT IS A PART OF THE SOLICITATION PACKAGE.



Appendix H – References

References – This section is required.

Company shall provide five references where they have performed similar and/or the same types of services as described herein. Please provide references not affiliated with the City of Freeport, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

(continued on the next page)



Appendix H – References

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #5:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.



Appendix I – Project History

Similar Project History

Please provide a resume or references where you or your company has performed services within the last five years (preferably similar and/or the same types of services as described in the statement/scope of work).

If applicable, please include at least one project you have performed for the City of Freeport

Example:

Client/Project name: City of Appleton, City Hall Renovation

Address: 222 Apple Dr., Appleton, TX 77777

Point of Contact: John Doe, City manager

Phone Number: (555)212-1234

Email Address: jdoe@appletontx.org

Contract Dates: 08/01/2021 – 01/31/2022

Contract Description: Complete remodel of 60,000 SF office space. Project was completed in phases, allowing City Hall to have continuous operation of services.

Contract amount: \$800,000.00.

Estimator and Project Executive: Aaron Jones, Owner

Project Manager: Aaron Jones, Owner

Completion: 01/18/2022

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.



Appendix J – HUB Program

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

If Non-Applicable please initial: _____

If Applicable please provide a copy of your membership card.

Example of membership card:



If not a member of HUB here's information about it and how to apply.

The Statewide Procurement Division Historically Underutilized Business (HUB) Program administers the HUB program in accordance with Texas Government Code Section 2161 and Texas Administrative Code, Title 34, Chapter 20, Subchapter D, Division 1, Sections 20.281 to 20.298.

The Historically Underutilized Business Program was created to promote full and equal procurement opportunities for small, minority-owned and women-owned businesses.

This is accomplished by completing an application and submitting it to the [Texas Statewide HUB System](#).

Once approved, the company is considered "certified" and agencies using them on contracts receive credit toward meeting established HUB goals. The HUB Program is a state level program required by law and managed by the CPA.

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.



Appendix J – HUB Program

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

HUB application processing timelines:

Normal processing times do not include weekends, holidays or other days the Comptroller's office is closed.

New Application: 5 months out before being reviewed

Recertification Applications: 3 months out before being reviewed

Once a fully completed application (not missing information or documentation) is provided, then a final decision will be made within 90 business days per Texas Administrative Code, Title 34, Chapter 20.288(d).

IMPORTANT: It is vital to be truthful in all documents provided for HUB certification. It is a state jail felony under Texas Penal Code §37.10 to knowingly provide false information in an application for HUB certification. It is a third-degree felony under Texas Government Code §2161.231 to apply for a state contract as a HUB vendor knowing you are not actually a HUB.

If the felony conduct prohibited under Texas Government Code §2161.231 results in the awarding of a state contract, then the act of knowingly acquiring funds derived from that felony conduct may be prosecuted under Texas Penal Code §34.02. An offense under this section is punishable as a felony regardless of the amount of funds derived from the illegal conduct. First degree felony punishment applicable if the value of the funds is \$300,000 or more.

A first-degree felony is punishable by 5-99 years or life in prison, and a fine up to \$10,000.

A third-degree felony is punishable by 2-10 years in prison, and a fine up to \$10,000.

A state jail felony is punishable by 180 days to 2 years in the state jail, and a fine up to \$10,000.



Appendix K – Bid Bond Form

BID BOND OR GUARANTEE

The State Of Texas

Surety's No. _____

Known all men by these present, that City of Freeport, County of Brazoria, and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Freeport, Texas, a home rule municipal corporation of Brazoria County, Texas, as Oblige in the amount of: _____ (written amount); \$ _____ dollars for payment where of the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid to enter a certain written contract with the Obligee for:

(Project Name)

Now, Therefore, the condition of the obligation is such that is the Principal shall faithfully enter into such a written contract, then this bid bond shall be void; otherwise, this bid bond shall remain in full force and effective.

It is Expressly Understood and Agreed that if the Principal withdraws its Bid any time after such Bid is opened and before official rejection of such Bid by Obligee or, if the Principal is successful in securing the award of the contract, and fails to enter into the Contract or furnish satisfactory Performance and Payment Bonds (if required), the Obligee, in either or such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

Provided, further, that if any legal action is filed upon this Bond, venue shall lie in Brazoria County, State of Texas.

In Witness Thereof, the Principal and Surety does sign and seal this instrument.

This _____ day of _____ 2025.

Principal

Surety

By _____

By _____

Address: _____

Address: _____



APPROVED AS TO FORM:

Office of the City Attorney

NOTE: Attach Power of Attorney

No bonds are required.



Appendix M – Vendor Set-Up Forms

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Freeport to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the City of Freeport responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Freeport receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Freeport Finance Department.

Account Information

Name of Financial Institution: _____

Financial Institute Address: _____

Routing Number: _____

Account Number: _____

SWIFT Code (if applicable): _____

The executed agreement must include confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: _____

Printed Name: _____ Title: _____

Contact Phone Number: _____ Date: _____

Authorized Signature: _____

FOR CITY USE ONLY

Verified by: _____ Date Verified: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.



Appendix L – Vendor Set-Up Forms

ACH Form and W-9

Link to online blank W-9: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	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.	Name (as shown on your income tax return)																			
	Business name/disregarded entity name, if different from above																			
	Check appropriate box for federal tax classification: <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"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____																			
	Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)																		
	City, state, and ZIP code																			
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 the "Name" line to avoid backup withholding. For individuals, this is 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 <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																				
		<table border="1" style="width: 100%;"> <tr><th colspan="9">Social security number</th></tr> <tr><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td></tr> </table>	Social security number																	
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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).																				
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 4.																				
Sign Here	Signature of U.S. person ▶	Date ▶																		
General Instructions																				
Section references are to the Internal Revenue Code unless otherwise noted.																				
Purpose of Form																				
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify that you are not subject to backup withholding, or 3. 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.																				
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.																				

Cat. No. 10231X

Form **W-9** (Rev. 12-2011)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.