



Bid Documents for the
BURNET COUNTY VENDING MACHINE
SERVICES

Burnet County, Texas

Bid # 26-4090-03

DEADLINE FOR QUESTIONS: DECEMBER 19,
2025 12:00 PM

DUE DATE/TIME: DECEMBER 30, 2025, 11:00 AM

BURNET COUNTY BID NO. 26-4090-03 BURNET COUNTY VENDING MACHINE SERVICES

The undersigned affirms that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. The undersigned further affirms and acknowledges it has received and read all of the bid documents, addenda, and is duly authorized to execute the Contract Documents. The bid documents are composed of the following:

- Acknowledgement Form
- Invitation for Bids
- Instructions to Bidders
- Forms
- Agreement
- Performance Bond (Sample)
- Payment Bond (Sample)
- Certificate of Insurance (Sample)
- General Conditions
- Supplemental General Conditions
- Wage Rates & Payroll Reporting
- Technical Specifications
- Addenda (if applicable)

Documents are to be submitted as outlined in this bid. The remaining documents are for the information of the bidder and will form the Contract Documents between the successful bidder and the OWNER.

LEGAL NAME OF CONTRACTING COMPANY

CONTACT NAME

TITLE

MAILING ADDRESS

E-MAIL ADDRESS

CITY

STATE

ZIP CODE

PHONE NUMBER

FAX NUMBER

SIGNATURE

PRINT SIGNATURE

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR BID

Following is a summary of information for this Invitation to Bid (ITB). Bidder is cautioned to refer to other sections of the Bid Documents for further details.

The County of Burnet, hereafter called OWNER, is requesting sealed written Bids for furnishing all labor, materials, equipment, supervision and performing all Work required for the following Project:

BID No. **26-4090-03**

BID Name: **BURNET COUNTY VENDING MACHINE SERVICES**

SCOPE OF WORK: Burnet County is seeking bids for vending machine services throughout county buildings per the below specifications. Catalog, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless expressly stated otherwise. If bidding on other than references, bidder must show manufacturer, brand or trade name and other description of goods offered. Manufacturer's standard warranty shall apply unless otherwise stated in the Invitation for Bids or Request for Proposals.

DELIVERY AND FREIGHT CHARGES: All delivery and freight charges are to be included, on the basis of deliveries being **FOB destination**. Deliveries are to be made per Purchasing Department instructions. Shipments sent C.O.D. without Burnet County's consent may not be accepted and will be at Seller's risk.

PACKAGING: The risk of loss or damage in transit shall be upon the Seller. Upon receipt of written instruction from Burnet County, Seller will promptly replace any goods damaged in transit and make good any defects in the goods, which Burnet County may discover within a reasonable time without prejudice to such further or other remedies, which may be sought by Burnet County at law, or in equity. Seller must enter with the carrier and prosecute all claims for damage or loss in shipment.

INSPECTION: Acceptance of the goods is subject to Burnet County inspection and approval. Such inspection and approval may be made within 10 days after the date of delivery. Notwithstanding the preceding sentence, Burnet County shall have reasonable time within which to reject goods with defects not noticeable by visual inspection, after discovery thereof. All goods failing to meet Burnet County inspection and specification may be accepted by Burnet County with an equitable adjustment in price, sold for the account of Seller or be held or returned at Seller's risk and expense, at Burnet County's option, all without prejudice to Burnet County other remedies at law or in equity. The cost of rework, inspection, transportation, repackaging, and re-inspection shall be at Seller's expense.

WARRANTY: 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 Burnet 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 Burnet County and its customers.

SAMPLES: Samples, when requested, shall be furnished free of expense to Burnet County. If not destroyed or consumed in examination, they will be returned to the bidder, upon written request, at bidder's expense. Each sample must be marked with the bidder's name and address.

MATERIAL SAFETY DATA SHEETS: The Seller shall provide, at no additional cost 1 copy of any applicable Manufacturer's Material Safety Data Sheet(s) (MSDS) to Burnet County. If OSHA or federal, state or local laws provide for other requirements, such requirements are in addition to the MSDS requirement.

SPECIFICATIONS: Minimum specification includes, but is not limited to the following:

1. Awarded vendors will install state-of-the-art Chip/Candy and Soft Drink Machines in Burnet County buildings as specified by Burnet County. The county reserves the right to approve all vending machines before installation and require replacement or removal of machines which, for any reason are not considered acceptable. All machines shall be current models and in good working condition. If the machine cannot be maintained in operational order or if it is in constant need of repair, the machine shall be replaced. Machines with dents, cracks, paint chips, etc. shall not be acceptable. Successful bidder shall repair or replace such equipment at its expense and the fee paid to the county shall not be affected.
2. Dollar bill changer will be installed. Bill changers may be a separate machine and/or installed in the Snack/Soft Drink machine. Machines will be set to return change equal to the currency put in the machine.
3. Chip/Candy machines will hold a minimum of Twenty (20) varieties with all being top brand chips, candy, and pastries.
4. Soft Drink machines will hold a minimum of eight different soft drinks (include a variety of diet drinks).
5. List types and number of products to be available for sale in machines.
6. Prices for which the items will be sold.
7. Commissions are to be made payable to Burnet County. All commissions will be submitted to the County Treasurer's Office at 133 E. Jackson St. Burnet TX 78611. Commissions will be paid monthly for the previous month's sales. A computer printout of all sales from all machines will accompany the commission payment.
8. A service staff will be on call 8 - 5 Monday thru Friday for any service problems that are due to the malfunction of any equipment.
9. All vending machines will be filled and serviced at least twice a month. Vendor shall specify the approximate time of day for servicing of vending machines.
10. Installation locations: All requirements listed are to be considered minimum. The county may require the successful bidder to equip additional locations with vending services not specified in this IFB Additional vending machines may also be required and installed at locations listed herein. The county reserves the right to add or delete machines required as it deems to be in the best interest of the County.
11. Posting of prices: Prices shall be plainly posted on each vending machine.
12. Quality: All food items sold must be fresh at all times and of current manufacture. All merchandise kept for sale shall be subject to inspection and approval or rejection by the county during all times that vending service is in operation. Rejected merchandise

shall be immediately removed from vending machines and shall not be returned for sale.

13. Refunds: The successful bidder shall provide a written procedure notice for patrons of vending services to receive refunds for faulty working machines and any products that are not up to standard.
14. Designated holidays: No deliveries or services will be required or accepted on designated holidays. Below is the approved holiday schedule for fiscal year 2026. Future schedules are expected to be similar.

DAY OF THE WEEK	DATE	HOLIDAY
Monday	October 13, 2025	Columbus Day
Tuesday	November 11, 2025	Veteran's Day
Thursday-Friday	November 27 & 28, 2025	Thanksgiving
Wednesday-Friday	December 24, 25, & 26th 2025	Christmas
Thursday	January 1, 2026	New Year's Day
Monday	January 19, 2026	Martin Luther King, Jr. Day
Monday	February 16, 2026	President's Day
Friday	April 3, 2026	Good Friday
Friday	April 10, 2026	Bluebonnet Festival
Monday	May 25, 2026	Memorial Day
Friday	June 19, 2026	Juneteenth
Friday	July 3, 2026	Independence Day
Monday	September 7, 2026	Labor Day

15. Utilities and other considerations: The County will provide electricity, lighting, heating and air conditioning of designated premises, but without liability on the county's part arising from temporary interruption thereof on account of breakdown, power failure or like causes. Successful bidder agrees that in the use of such utilities, they will exercise the same degree of care and economy as would be exercised if they were paying for such utilities.

The following is a suggestion of types of vending machines for Burnet County:

Drink Machines - 12 oz. or 20 oz
 Snack Machines - candy, chips, cookies, etc.

Burnet County has five locations for vending machines:

Burnet County Courthouse: 220 S. Pierce St., Burnet, TX 78611
 (1) Chip/Candy Machine
 (1) Cold Soft Drink Machine

Burnet County Annex: 1601 E. Polk St., Burnet, TX 78611

- (1) Chip/Candy Machine
- (1) Cold Soft Drink Machine

Burnet County Jail: 900 County Lane, Burnet, TX 78611

- (2) Chip/Candy Machines
- (2) Cold Soft Drink Machines

Burnet County South Annex: 1701 E. Polk St., Burnet, TX 78611

- (1) Chip/Candy Machine
- (1) Cold Soft Drink Machine

Burnet County Sheriff's Office: 1601 E. Polk St., Burnet, TX 78611

- (1) Chip/Candy Machine
- (1) Cold Soft Drink Machine

Bid evaluation shall be based on but not limited to the following factors: cost of product, product availability, and variety of products, delivery, local service, experience and financial status of the vendor and Burnet County's special needs and requirements.

The following will also be considered for evaluation and award:

- Highest rate of commission to be paid to the County.
- Response of references.
- Variety of food and drinks available.
- Pricing of food and drinks.

Type of machine(s) with list of food or drink items and prices must be included with this response, on the forms provided.

Product delivery tickets must be provided so as to allow audit of commission earnings by the County Auditor. The signature of a Burnet County Employee must be on the ticket to verify the products delivered.

A complete and detailed explanation of commission rate(s) and method of calculation(s) must be included below:
(Eg. 400 items sold @ \$.50 each = \$_____ check to Burnet County)

Bid Documents are available at <https://www.burnetcountytexas.org/page/auditor.bids>.

Sealed Bids will be received at the Burnet County Purchasing Office, 133 E Jackson, Burnet, Texas 78611.

IMPORTANT DATES:

<u>EVENT</u>	<u>LOCATION</u>	<u>DATE</u>	<u>TIME</u>
ITB Issue/Release Date	Burnet County Purchasing Office	December 12, 2025	
Deadline for Questions	Submit questions through bids@burnetcountytexas.org	December 19, 2025	12:00 PM
BID Due/Open Date	Burnet County Purchasing, 133 E Jackson, Burnet, Texas	December 30, 2025	11:00 AM

ALL BIDS NOT RECEIVED PRIOR TO THE DATE AND TIMES SET FORTH ABOVE WILL NOT BE ACCEPTED FOR CONSIDERATION AND WILL BE RETURNED UNOPENED IN ACCORDANCE WITH STATE LAW.

Bid, performance, and payment bonds, when required, may be executed on forms furnished by OWNER. A bid bond shall be five percent (5%) of the Contract Amount and Performance and Payment bonds shall be issued in an amount of one hundred percent (100%) of the Contract Amount by a solvent surety company authorized to do business in the State of Texas and shall meet any other requirements established by law or by OWNER pursuant to applicable law.

OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the bidders).

1. Preparation of Bid

Bid shall state location, description of the proposed Work, type of contract (either lump sum, unit price or any combination thereof) and time in which the Work is to be completed.

Each bidder shall prepare Bid in ink or typed on forms furnished by OWNER or as otherwise specified. Blank spaces for each item in Bid form shall be filled. Bidder shall submit a price for each item in Bid. In case of conflict between unit prices and extensions, unit prices shall govern. The Bid shall be executed with complete and correct name of individual, partnership, firm, corporation or other legal entity.

First-time bidders are encouraged to attend the Pre-bid Conference, if one is scheduled, to assure their understanding of OWNER's bidding and contracting requirements. When Pre-bid Conference is mandatory, all bidders are required to attend.

The Owner is a tax-exempt organization as defined by Chapter 11 of the Property Tax Code of Texas. Bid prices shall not include sales tax on materials, supplies, or equipment that are exempt in the performance of the Contract.

Bidder shall be knowledgeable of all Addenda issued and shall acknowledge all Addenda in spaces provided on Bid form. Addenda may be downloaded from <https://www.burnetcountytexas.org/page/auditor.bids>.

Bid shall include all specified items in this section and be submitted in accordance with Item No. 7 below. Any corrections to Bid shall be initialed by person signing Bid before Bid opening.

Bidder shall secure any required services that are defined as professional services under the Professional Services Procurement Act, Chapter 2254 of the Texas Government Code

Persons desiring further information or interpretation of Bid Documents shall make a written request for such information to the purchasing officer no later than the date specified in the Bid Documents. The OWNER reserves the right to respond to inquiries less than five days before bid due date. Interpretation of Bid Documents will be made by Addendum **only** and a copy of each Addendum will be posted to <https://www.burnetcountytexas.org/page/auditor.bids>.

2. Estimates of Quantities (Unit Price Contracts Only)

For Unit priced bids, quantities listed in unit price Bid form are to be considered as approximate and will be used only for comparison of Bids. Payment to CONTRACTOR will be made only for actual quantities of Work performed or materials furnished in accordance with Contract, and it is understood that quantities may be increased or decreased as profiled in General Conditions.

3. Bid Documents and Site (s) of Work

Before submitting a Bid, the bidder shall carefully examine the Bid Documents, site(s) of the proposed Work, soils, and other conditions that may affect the performance of the Work. The bidder shall be satisfied as to character, quality and quantities of Work to be performed and materials to be furnished. Submission of a Bid shall indicate that the bidder has complied with these requirements.

4. Bid Guaranty

All Bids shall be accompanied by a bid guaranty in an amount of not less than five percent (5%) of the total Bid. Bid guaranty shall be made payable to County of Burnet, with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to OWNER.

5. Performance and Payment Bonds

Performance and payment bonds are required if bid exceeds amount shown below, and each shall be issued in an amount equal to the Contract Amount as security for the faithful performance and/or payment of all Contractors' obligations under the Contract Documents. Performance and payment bonds shall be issued by a solvent company authorized to do business in the State of Texas and shall meet any other requirements established by law or by OWNER pursuant to applicable law. The cost of Bond premiums must be included in the bid price.

A payment bond is required for contracts over \$25,000. A performance bond is required for contracts in excess of \$100,000.

6. Consideration of Bid Amount

For purpose of award, after Bids are opened and read aloud, the total amount of a lump sum bid, including accepted Bid alternates, will be considered the amount of Bid. If the Bid is a Unit Price Bid, the Bid Amount will be the total of all extended Unit Price lines. OWNER reserves the right to reject any or all Bids, award by line, and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the bidders).

7. Submission of Bid

Each Bid, completed and signed by person(s) authorized to bind individual, partnership, firm, corporation or any other legal entity, shall include the following:

- A. One copy of Bid form completed and signed.
 - B. Acknowledgment of receipt of Addenda issued in spaces provided in Bid form.
 - C. Required bid guaranty.
 - D. Forms – completed and signed by authorized representative of bidder.
 - E. Copy of Articles of Partnership or Incorporation and resolution, or corporate board minutes empowering signatory to bind bidder, attested by an officer of bidder, if required.
 - F. Texas Ethics Commission Certificate of Interested Parties Form 1295 (Electronic Form) https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
 - G. Required information indicated in Bid Documents, if applicable.
- H. Bid shall include all specified items in this section and be placed in envelope, sealed and clearly identified on outside as a Bid to OWNER, with bidder's name and address, and project name and number. Failure to submit Bid in properly marked envelope may subject bidder to disqualification. Bid may be mailed or delivered (in person or any business mail carrier of Bidder's choice) to:

Kelley Glaeser, Purchasing Agent
Burnet County Auditor Office
133 E. Jackson
Burnet, Texas 78611

When sent by mail, Federal Express, UPS, Express Mail, or other delivery service, sealed Bid (marked as indicated above) shall be enclosed in an additional envelope clearly identified on outside as a Bid to OWNER with bidder's name and address, Project name, and Bid date and time. It is the sole responsibility of the Bidder to ensure timely delivery of Bid. The bid is timely delivered when it is actually received at the BURNET COUNTY PURCHASING OFFICE on or before the "DUE DATE" as defined in Invitation for Bids. OWNER will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Bidder.

Bids will also be accepted electronically at: bids@burnetcountytexas.org. If submitting an electronic response, Bidder is not required to submit in hard copy.

8. Withdrawal of Bid

A Bid may be withdrawn by a bidder, provided an authorized individual of the bidder submits a written request to withdraw the Bid prior to the time set for opening the Bids.

9. Rejection of Bids

- A. The following will be cause to reject a Bid:
- (1) Bids which are not signed.
 - (2) Bids which are not accompanied by acceptable bid guaranty with Power of Attorney attached when required.
 - (3) More than one Bid for same Work from an individual, firm, partnership or corporation.
 - (4) Reason for believing collusion exists among bidders.
 - (5) Sworn testimony or discovery in pending litigation with OWNER which discloses misconduct or willful refusal by contractor to comply with subject contract or instructions of OWNER.

- (6) Failure to submit post-Bid information within the allotted time(s).
- (7) Failure to have an authorized agent of the bidder attend the mandatory Pre-Bid Conference, if applicable.
- (8) Bids received from a bidder who has been debarred or suspended by OWNER's Purchasing Officer.
- (9) Bids received from a bidder when bidder or principals are currently debarred or suspended by Federal, State or Local governmental agencies. (Applicable for bid amounts equal to or in excess of \$100,000)

B. The following may be cause to reject a Bid:

- (1) Failure to acknowledge receipt of Addenda.
- (2) Unbalanced unit price Bid. Unbalanced Bid means a Bid that is based on prices which are significantly less than cost for some Bid items and significantly more than cost for others.
- (3) Poor performance in execution of work under any previous contract.
- (4) Failure to achieve reasonable progress on existing contracts.
- (5) Default on previous contracts or failure to execute Contract after award.
- (6) Evidence of failure to pay Subcontractors, Suppliers or employees.
- (7) Bids containing omissions, alterations of form, additions, qualifications or conditions not called for by OWNER, or incomplete Bids will be considered in non-compliance and may be rejected. In any case of ambiguity or lack of clarity in the Bid, OWNER reserves right to determine most advantageous Bid or to reject the Bid.
- (8) Bidder owes delinquent property tax in Burnet County.

10. Award and Execution of Contract

OWNER will process Bids expeditiously. Pursuant 2269 of the Government Code, Burnet County will consider the following for award: the purchase price; the experience and reputation of the vendor and the vendor's goods or services; the quality of the vendor's goods or services; the extent to which the goods or services meet the Burnet County's needs; the vendor's past relationship with the Burnet County or any governmental entity; the impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses; the total long-term cost to the governmental entity to acquire the vendor's goods or services; safety record, proposed personnel, and any other relevant factor specifically listed in this Bid/Proposal. Award of Contract will be to the lowest, responsible bidder meeting all requirements of the Bid Documents.

Award of Contract will occur within the period identified on the Bid form, unless mutually agreed between the parties. Purchasing Agent shall submit recommendation for award to Commissioners Court for those project awards requiring Commissioners Court action.

County Judge or his/her designee will sign contract after award and submission of required documentation by bidder. Contract will not be binding upon OWNER until both parties have executed it. OWNER will process the Contract expeditiously. However, OWNER will not be liable for any delays prior to the award or execution of Contract.

BID FORM

NAME OF PERSON SERVICING MACHINES

TELEPHONE

WHAT IS THE METHOD UTILIZED IN HANDLING MAINTENANCE, EMERGENCY
SERVICE, REPAIRS, AND MONEY REFUNDS:

COMMISSION % COUNTY WILL RECEIVE _____%

LIST TYPE AND SIZE OF MACHINE (drink, snack, food, etc.), which you supply & service, products, which will be in machine and price list of those products:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

BID GUARANTY: Enclosed with this Bid is a bid guaranty meeting the requirements established, in the amount of not less than five percent (5%) of the total Bid. Following the Bid opening, submitted Bids may not be withdrawn for a period of SIXTY (60) Calendar Days. Award of Contract will occur within this period, unless mutually agreed between the parties. The bid guaranty may become the property of the OWNER, or the OWNER may pursue any other action allowed by law, if: bidder withdraws a submitted Bid within the period stated above; bidder fails to submit the required post bid information within the period specified, or any mutually agreed extension of that period; or bidder fails to execute the Contract and furnish the prescribed documentation (bonds, insurance, etc.) needed to complete execution of the Contract within ten (10) Calendar Days after notice of award, or any mutually agreed extension of that period.

TIME OF COMPLETION: The undersigned bidder agrees to commence work within ten (10) Calendar Days after written notice as specified in a written "Notice to Proceed" to be issued by the OWNER and to **finally** complete construction of the improvements, as required by the Bid Documents, Drawings and Addenda for the Work within the allocated Calendar Days after the receipt of materials and the issuance of the written "Notice to Proceed."

LIQUIDATED DAMAGES: N/A

OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the bidders). OWNER reserves the right to award by line to lowest responsible bidder if bid price for all lines exceeds budgeted funds.

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____

SECRETARY, *IF BIDDER IS A CORPORATION

(Seal)

BIDDER NAME

AUTHORIZED SIGNATURE

TITLE

DATE

ADDRESS

TELEPHONE NUMBER / FAX NUMBER

*Copy of Corporate Resolution and minutes with Certificate of officer of bidder as to authority of signatory be signed and dated no earlier than one week before Bid Date, and attached to this document

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY 	
1 Name of person who has a business relationship with local governmental entity.		
2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship. Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each employment or business relationship with the local government officer named in this section.		

Adopted 06/29/2007

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.

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

BURNET COUNTY BIDDER AFFIRMATION

This sheet must be completed, signed, and returned by Bidder

***NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITH THE BID DOCUMENT
MAY RESULT IN THE BID BEING REJECTED OR THE TERMINATION OF
ANY RESULTING CONTRACT OR PURCHASE ORDER.***

1. The undersigned agrees this bid becomes the property of Burnet County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be sixty (60) calendar days unless a different period is noted by the bidder.

2. Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this bid.

3. Bidder hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

4. Pursuant to §262.076 (a) of the Texas Local Government Code, Bidder, hereby affirms that Bidder:

(Please check all that are applicable)

_____ Does not own taxable property in Burnet County.

_____ Does not owe any ad valorem taxes to Burnet County or is not otherwise indebted to Burnet County.

BURNET COUNTY BIDDER AFFIRMATION

The undersigned affirms that they have read and do understand the specifications, addendum, bid forms and any attachments contained in this bid package. ***Failure to sign and return this form will result in the rejection of the entire bid.***

BIDDER COMPANY NAME

ADDRESS

CITY

STATE

ZIP CODE

PHONE

EMAIL

BIDDER SIGNATURE

DATE

BIDDER PRINTED NAME

TITLE

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THE BID (If Applicable)

DATE

COMPANY OFFICIAL PRINTED NAME

TITLE

Corporate Vendors Shall Furnish the Following Information:

WHERE INCORPORATED

CHARTER NUMBER

BUSINESS INCLUDED IN A CORPORATE INCOME TAX RETURN? _____ YES _____ NO

CORPORATION ORGANIZED & EXISTING UNDER THE LAWS OF THE STATE OF _____

PARTNERSHIP CONSISTING OF _____

INDIVIDUAL TRADING AS _____

PRINCIPLE OFFICES ARE IN THE CITY OF _____

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

NON-COLLUSION/ANTI-TRUST AFFIDAVIT

The Company has not given, offered to give, nor intends to give at any time 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. Failure to sign this document or signing it with a false statement shall void the submitted offer or any resulting contracts.

Neither the Company or the firm, corporation, partnership, or institution represented by the Company or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. The Company's signature herein assigns to the County any and all claims for overcharges associated with his contract for this project, which arise under the Antitrust Laws of the United States, 15 USCA, Section 1, Et. Seq. (1973). By signing this proposal, Company certifies that if a Texas address is shown as its address, Company qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2.

RESPECTFULLY SUBMITTED:

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

COMPANY NAME

COMPANY'S CORPORATE CHARTER NO.

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

TAX RECORD AND FAMILY CODE REQUIREMENTS

The Company's signature herein certifies that the firm is not currently delinquent in the payment of any debt owed to the State of Texas; including but not limited to franchise taxes and child support, property tax, and that any payments due the firm under this contract will be applied to that debt.

Texas Family Code Compliance Requirement:

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. The response includes the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) ownership of the business entity submitting the response.

Firm Owner(s), Partners, Sole Proprietors, or Share Holder(s) of twenty-five percent (25%) interest:

NAME

SSN

NAME

SSN

NAME

SSN

NAME

SSN

RESPECTFULLY SUBMITTED:

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

COMPANY NAME

COMPANY'S CORPORATE CHARTER NO.

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

VENDOR REFERENCE INFORMATION SHEET

Please list three (3) references, other than Burnet County, who can verify your performance as a vendor. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for Burnet County to determine your firm's ability to provide the intended goods or services of this bid. The County prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this bid. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid. County reserves the right to reject bids from bidders without experience similar to that provided in this bid document.

1.

GOVERNMENT ENTITY/COMPANY NAME	
ADDRESS	PHONE
CONTACT PERSON	TITLE
EMAIL ADDRESS (PRIMARY)	EMAIL ADDRESS (SECONDARY)
SCOPE OF WORK	
CONTRACT PERIOD	

2.

GOVERNMENT ENTITY/COMPANY NAME	
ADDRESS	PHONE
CONTACT PERSON	TITLE
EMAIL ADDRESS (PRIMARY)	EMAIL ADDRESS (SECONDARY)
SCOPE OF WORK	
CONTRACT PERIOD	

3.

GOVERNMENT ENTITY/COMPANY NAME	
ADDRESS	PHONE
CONTACT PERSON	TITLE
EMAIL ADDRESS (PRIMARY)	EMAIL ADDRESS (SECONDARY)
SCOPE OF WORK	
CONTRACT PERIOD	

This Form must be SIGNED and the Original Returned with Bid response

CERTIFICATE OF ELIGIBILITY

By submitting a bid or proposal I response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/ proposer will notify the Burnet County Purchasing Agent. Failure to do may result in terminating this contract for default.

AUTHORIZED SIGNATURE

DATE

PRINT NAME

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

VENDOR COMPLIANCE WITH RECIPROCITY ON NON-RESIDENT BIDDERS

Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident bidder must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident bidder is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

- A. Non-resident vendors in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in _____ (give state), our principal place of business, are not required to underbid resident bidders.

- B. Our principal place of business or corporate offices are in the State of Texas: _____.

BIDDER:

COMPANY NAME

CITY

STATE

ZIP CODE

PRINTED NAME

AUTHORIZED SIGNATURE

TITLE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE



BURNET COUNTY HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Burnet County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Burnet County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

Historically Underutilized Businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned, and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Burnet County.

Businesses include firms, corporations, sole proprietorships, vendors, supplier's contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provisions that require competitive bidding for many items valued at greater than \$50,000.

III. POLICY GUIDELINES

- A. Burnet County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- B. Burnet County will use and recognize the State of Texas Historically Underutilized Business certification process in conjunction with the implementation of this policy. The County may recognize other agencies' certification processes recognized by the State of Texas. Burnet County reserves the right to review the certification status of any vendor applying to do business with the County. The review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
 - 1. Target goals should consider:
 - a. The availability of HUB firms within the specific category of goods or services to be procured; and
 - b. The diversity of the County's population.
 - 2. The goals should be reviewed and amended periodically.
 - 3. The program may apply to all County procurements including construction and professional services.
 - 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
 - 5. Commissioners Court will use good faith efforts to meet the goals of this policy.

- D. Burnet County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - 1. Utilizing the State of Texas Historically Underutilized Business vendor database.
 - 2. Advertising bids on the County's website and in the local newspaper.
 - 3. Providing bid notice to minority Chambers of Commerce within Burnet County, if applicable.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Purchasing Department will actively search the State Comptroller's HUB vendor list in the quotation process for purchases under the statutory bid limit.
- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Office shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Director shall serve as the County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.

3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
4. Any complaints and/or recommendations regarding the implementation of this policy will be received and reviewed by the HUB Officer. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioner's Court regarding any irregularities or misrepresentations of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.

BURNET COUNTY FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Burnet County's bid process. The Purchasing Office will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The County recognizes the certifications of the Texas Comptroller of Public Accounts Historically Underutilized Business Program. All companies seeking information concerning DBE certification are urged to contact The Texas Comptroller of Public Accounts at 800-531-5441, extension 3-6958 or 512-463-6958.

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME

REPRESENTATIVE

TITLE

ADDRESS

CITY

STATE

ZIP CODE

PHONE

FAX

EMAIL ADDRESS (PRIMARY)

EMAIL ADDRESS (SECONDARY)

Indicate all that apply:

_____ Minority-Owned Business Enterprise

_____ Women-Owned Business Enterprise

_____ Disadvantaged Business Enterprise

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
		Must file this form online at www.ethics.state.tx.us/File Please include a printed copy of this notarized form with bid response.		
5 Check only if there is NO				
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. _____ Signature of authorized agent of contracting business entity AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office. _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath				

BURNET COUNTY HOUSE BILL 89 VERIFICATION

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITH BID RESPONSE MAY RESULT IN YOUR BID BEING REJECTED

This verification must be completed, signed, and returned by Bidder unless the business is a sole proprietorship or has less than 10 full time employees. Please sign and date below if you are exempt from this requirement.

1. I certify my business is a sole proprietorship or has less than 10 full-time employees.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

If #1 is not applicable to your company, please move to #2 below.

**2. I, _____ (Name), the undersigned representative of
(Company Name and Address)**

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Burnet County, Texas.**

Pursuant to Section 2270.001, 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; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this, the _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

FELONY CONVICTION NOTIFICATION

Any person and/or business entity that enters into a contract with the Burnet County must give advance notice if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract.

Burnet County may require substitution of employees in the performance of the contract. Burnet County may terminate a contract with a person or business entity if the County determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at the County's request.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Signature of Authorized Company Official

Date

Authorized Company Official's Name and Title (Printed)

Firm Name

A. My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony:

Signature of Authorized Company Official

Date

B. My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony:

Person 1

Person 2

Signature of Authorized Company Official

Date

C. Provide a general description of the conduct resulting in the conviction of a felony.

Signature of Authorized Company Official

Date

D. Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

Signature of Authorized Company Official

Date

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

GC 2252.152 CERTIFICATION FORM

CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED - CERTIFICATION

I, _____, the undersigned representative of

(Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Burnet County Purchasing Office.

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

DATE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

NON-COLLUSION/ANTI-TRUST AFFIDAVIT

The Company has not given, offered to give, nor intends to give at any time 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. Failure to sign this document or signing it with a false statement shall void the submitted offer or any resulting contracts.

Neither the Company or the firm, corporation, partnership, or institution represented by the Company or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. The Company's signature herein assigns to the County any and all claims for overcharges associated with his contract for this project, which arise under the Antitrust Laws of the United States, 15 USCA, Section 1, Et. Seq. (1973). By signing this proposal, Company certifies that if a Texas address is shown as its address, Company qualifies as a Texas Resident Bidder as defined in Section 2252.001, Texas Government Code.

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

COMPANY'S CORPORATE CHARTER NO.

DATE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

GC 2274 CERTIFICATION FORM

FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION CERTIFICATION

I, _____ the undersigned representative of

(Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2274 verify that this company or business (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must indicate in its Response and state why the verification is not required.

APPLICABILITY: This clause applies only to a contract that:

- (1) is between a governmental entity and a company with at least 10 full-time employees; and
- (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

DATE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award.

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

DATE

_____ I am unable to certify the above statements. My explanation is attached.

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

RESERVATION OF RIGHTS

The County is issuing this BID in accordance with applicable laws that allow an agreement with a private entity that displays demonstrated competence and qualifications to perform the requested task.

The County reserves the right to terminate this process and to cancel or modify this solicitation process at any time. In no event will the County or any of its respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise obligated to reimburse, the costs incurred in preparation of this BID, or any other related costs. The prospective firms shall be fully responsible for all costs incurred in the preparation and/or presentation of the BID submittals. The BID submittals will become the property of the County.

All submissions shall be subject to the Texas Public Information Act unless the respondent clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally qualifies for this exception under the Act as determined by the Attorney General.

In connection with the BID, the County reserves all rights (which rights may be exercised by the County in its sole discretion) available to it under applicable laws, including without limitation, and with or without cause and with or without notice, the right to:

1. Cancel this BID, in whole or in part, at any time before the execution of contract by the County, without incurring any cost, obligations or liabilities.
2. Issue addenda, supplements, and modifications to this BID.
3. Revise and modify, at any time before the BID submittal due date, the factors and/or weights of factors the County will consider in evaluating BID submittals and to otherwise revise or expand its evaluation methodology as set forth herein.
4. Extend the BID submittal due date.
5. Investigate the qualifications of any firm under consideration and require confirmation of information furnished by a firm.
6. Require additional information from a firm concerning contents of its BID submittal and/or require additional evidence of qualifications.
7. Waive or permit corrections to data submitted with any response to this BID until such time as the County declares, in writing, that a particular stage or phase of its review of the responses has been completed or closed.
8. Reject at any time, any or all submittals, responses and BID submittals received.
9. Terminate, at any time, evaluations of responses received.
10. Appoint an evaluation committee to review BID submittals or responses, make recommendations and seek the assistance of outside experts and consultants in BID submittal evaluation.

11. Hold interviews and conduct discussions and correspondence with one or more of the firms responding to this BID to seek an improved understanding and evaluation of the responses to this BID.

12. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this BID.

13. Disclose information contained in a BID submittal to the public as required under the Texas Public Information Act.

14. Authorize firms to substitute key personnel until the County declares, in writing, that a particular stage or phase of its review has been completed and closed.

15. Waive deficiencies in a BID submittal, accept and review a non-conforming BID submittal or seek clarifications or supplements to a BID submittal.

16. Disqualify any firm that changes its BID submittal without the County's authorization.

17. Exercise any other right reserved or afforded to the County under this BID. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any services until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

DATE

MAILING ADDRESS

CITY

STATE

ZIP CODE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Bidder, agrees this bid becomes the property of Burnet County after the official opening.

The undersigned affirms that the Bidder has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.

The undersigned agrees, on behalf of Bidder, that if the bid is accepted, Bidder will furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be sixty (60) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Burnet County, and that the contents of this bid have not been communicated to any other Bidder or to any employee of Burnet County prior to the official opening of this bid.

Vendor hereby assigns to Burnet County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. ***Failure to sign and return this form will result in the rejection of the entire bid.***

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

DATE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

BURNET COUNTY STATEMENT OF NO BID

If the bidder is not bidding on the goods and/or services as stated in this ITB, please complete, and return this form to: Burnet County, Purchasing Office, 133 E. Jackson, Burnet, TX 78611.

COMPANY NAME

CITY

STATE

ZIP CODE

SIGNATURE

TITLE

DATE

EMAIL

The above has declined to submit a Bid response for the following reason(s) [please check all that apply]:

- _____ Specifications too "restrictive," i.e., goods offered by our company do not meet stated specifications.
- _____ Specifications unclear (please explain below).
- _____ We do not offer this commodity and/or service or an equivalent.
- _____ Insufficient time to respond to the ITB.
- _____ Our schedule would not permit us to perform.
- _____ Cannot meet insurance requirements.

Remarks:

BID # 26-4090-03 BURNET COUNTY VENDING MACHINE SERVICES

STATE OF TEXAS
COUNTY OF BURNET

Bond No. _____
Project No. 26-4090-03

Project Name: BURNET COUNTY VENDING MACHINE SERVICES

Know All Men By These Presents: That _____
of the City of _____, County of _____, and
State of Texas, as Principal, and _____,
a solvent company authorized under laws of the State of Texas to act as surety on bonds for principals, are held and
firmly bound unto County of Burnet (OWNER), in the penal sum of _____ U.S. Dollars
(\$ _____ U.S.) for payment whereof, well and truly to be made, said Principal and
Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by
these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with OWNER, dated
the _____ day of _____, _____, which Agreement is hereby referred to and made a
part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if said Principal shall faithfully perform said Agreement and
shall in all respects duly and faithfully observe and perform all and singular covenants, conditions and agreements in
and by said contract agreed and covenanted by Principal to be observed and performed, and according to true intent
and meaning of said Agreement hereto annexed, then this obligation shall be void; otherwise to remain in full force and
effect. If OWNER notifies Principal and Surety the OWNER is considering declaring Principal in default, Surety agrees
to meet with OWNER and Principal no later than fifteen days after receipt of such notice to discuss methods of
performing the Work of the Contract.

Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government Code as
amended and all liabilities on this bond shall be determined in accordance with provisions of said Article to same extent
as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change in Contract Time or Contract Amount shall in anywise
affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract
Amount.

In witness whereof, said Principal and Surety have signed and sealed this instrument this _____
day of _____, _____.

Principal
By _____
Title _____
Address _____

Surety
By _____
Title _____
Address _____

Telephone _____ Fax _____
E-Mail Address _____

Name and address of Resident Agent of Surety:

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other
requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney"
must be attached hereto.

BID # 26-4090-03 BURNET COUNTY VENDING MACHINE SERVICES

STATE OF TEXAS
COUNTY OF BURNET

Bond No. _____
Project No. 26-4090-03

Project Name: BURNET COUNTY VENDING MACHINE SERVICES

Know All Men By These Presents: That _____
of the City of _____, County of _____ and
State of _____ Texas _____, as principal, and _____
a solvent corporation authorized under laws of the State of Texas to act as surety on bonds for principals, are held and
firmly bound unto _____ County of Burnet _____ (Owner), and all Subcontractors,
workers,
laborers, mechanics and suppliers as their interests may appear, all of whom shall have right to sue upon this bond in
the penal sum of _____
_____ U.S. Dollars (\$ _____ U.S.),
for payment whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs,
administrators, executors, successors and assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with Owner; dated
the _____ day of _____, _____ to which Agreement is hereby referred to and
made a part hereof as fully and to the same extent as if copied in length herein.

Now, therefore, condition of this obligation is such, that if the said Principal shall well and truly pay all Subcontractors,
workers, laborers, mechanics, and suppliers, all monies to them owing by said Principals for subcontracts, work, labor,
equipment, supplies and materials done and furnished for the construction of improvement of said Agreement, then
this obligation shall be and become null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government Code as
amended and all liabilities on bond shall be determined in accordance with provisions of said Article to same extent as
if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change in Contract Time or Contract Amount shall in anywise
affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract
Amount.

In witness whereof, said Principal and Surety have signed and sealed this instrument this _____
day of _____, _____.

Principal
By _____
Title _____
Address _____

Surety
By _____
Title _____
Address _____

Telephone _____ Fax _____
E-Mail Address _____

Name and address of Resident Agent of Surety:

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas and shall meet any other
requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney"
must be attached hereto.

CERTIFICATE OF INSURANCE

The insurance evidenced by this Certificate shall conform to the Supplemental General Conditions, Section 5.3 Insurance:

Name and Address of Agency:

Phone: _____ / _____

Name and Address of Insured:

Phone: _____ / _____

Prime or Sub-Contractor?: _____

Name of Prime Contractor, if different from Insured:

County of Burnet Reference:

Project Name _____

Project No.: _____

Project Location: _____

Companies Affording Coverages:

Company A

Letter _____

Company B

Letter _____

Company C

Letter _____

Company D

Letter _____

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (M/D/Y)	POLICY EXPIRATION DATE (M/D/Y)	LIMITS OF LIABILITY IN THOUSANDS (000) EACH
	Commercial General Liability Policy				
	___ Blanket Contractual Liability				General Aggregate \$ _____
	___ Completed Operations/ Products				Completed Operations/ Products – Aggregate \$ _____
	___ Explosion, Collapse, Underground				Personal & Advertising Injury \$ _____
	___ Independent Contractor's Coverage				Each Occurrence \$ _____
	___ Aggregate Limits Per Project Form – CG 2503				
	___ Additional Insured Form – CG 2010				
	___ 30 Day Notice of Cancellation Form – CG 0205				Deductible or Self Insured Retention \$ _____
	___ Waiver of Subrogation Form – CG 2404				
	___ Transportation of Asbestos or Lead				
	___ Asbestos Abatement				
	___ Lead Abatement				

Certificate of Insurance

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (M/D/Y)	POLICY EXPIRATION DATE (M/D/Y)	LIMITS OF LIABILITY IN THOUSANDS (000) EACH
	Auto Liability Policy ☐ Any Auto ☐ All Owned Autos ☐ Non-Owned Autos ☐ Hired Autos ☐ Waiver of Subrogation-TE2046A ☐ 30 Day Notice of Cancellation – TE0202A ☐ Additional Insured-TE9901B ☐ MCS 90				CSL Bodily Injury (Per Person) \$ _____ Bodily Injury (Per Accident) \$ _____ Property Damage (Per Accident) \$ _____ Deductible or Self Insured Retention \$ _____
	Excess Liability ☐ Umbrella Form ☐ Excess Liability Follow Form				Each Aggregate Occurrence \$ _____
	Worker's Compensation and Employers' Liability ☐ Waiver of Subrogation – WC420304 ☐ 30 Day Notice of Cancellation – WC420601				Statutory (Each Accident) \$ _____ (Disease - Policy Limit) \$ _____ (Disease - Each Employee) \$ _____
	☐ Builders Risk or Installation Insurance				\$ _____
	Professional Liability ☐ 30 Day Notice of Cancellation Retro-Active Date: _____				Each Claim Deductible or Self Insured Retention \$ _____

This is to certify that policies of insurance listed above have been issued to insured named above and are in force at this time. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, insurance afforded by policies described herein is subject to all terms, exclusions and conditions of such policies.

ADDITIONAL INSURED:

Burnet County
133 E. Jackson
Burnet, Texas 78611

DATE ISSUED:_____ AUTHORIZED REPRESENTATIVE: _____

Did you sign and submit all
required forms?
If not, your Bid may be
Rejected!

AFFIRMATIONS/FORMS/DOCUMENTS

✓ Indicates Compliance	A check mark (✓) in the space provided indicates these forms/documents have been completed and are included in your bid package. The original of all forms/documents must be submitted. Failure to check all items could result in rejection of the entire bid. <u>All deviations from specifications must be documented separately and included with bid package.</u>
	1. <u>Vendor References.</u> Bidder has provided three (3) references, other than Burnet County. References must be able to verify the quality of service your company provides and that your company has completed a project of similar size and scope of work to this bid.
	2. <u>Signatures.</u> All forms, including certifications, affirmations and informational forms requiring a signature must be signed. Bids not signed may not be considered for award.
	3. <u>BID FORMS.</u> All sections of BID FORMS have been completed.
	4. <u>Insurance Certificates (If required).</u> Bidders must submit all Insurance Certificates with bid. If no insurance requirements specified, mark N/A.
	5. <u>Addenda.</u> When applicable, Bidder acknowledges receipt of all addenda and has included the signed Addenda cover pages and any revised Bid Forms in their bid package.
	6. It is the bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and their responses, addenda, and special notices.
	7. Accuracy for all mathematical and number entries is the sole responsibility of the bidder. Burnet County will not be responsible for errors made by the bidder.
	8. Failure to comply with the requirements set forth in this Invitation to Bid may result in rejection of bid and/or cancellation of contract after award.

All Required Forms Must Be Returned With Bid!

BID SUBMITTAL INSTRUCTIONS

RETURN SEALED BID TO THE FOLLOWING ADDRESS:

BURNET COUNTY PURCHASING OFFICE
KELLEY GLAESER, PURCHASING AGENT
133 E. JACKSON
BURNET, TEXAS 78611

OR SUBMITTED ELECTRONICALLY TO:

bids@burnetcountytexas.org

LATE BIDS WILL NOT BE ACCEPTED

BURNET COUNTY RETURN LABEL

<u>SEALED INVITATION TO BID</u>	
INVITATION TO BID NO.:	26-4090-03
DUE DATE & TIME:	DECEMBER 30, 2025, 11:00 AM CST
OPENING DATE & TIME:	DECEMBER 30, 2025, 11:00 AM CST
DESCRIPTION:	BURNET COUNTY VENDING MACHINE SERVICES
<i>DATED MATERIAL – DELIVER IMMEDIATELY</i>	

**PLEASE CUT OUT AND AFFIX THE ITB LABEL ABOVE TO
THE OUTER MOST ENVELOPE OF YOUR RESPONSE**