



REQUEST FOR PROPOSAL

The Copperas Cove Economic Development Corporation (CCEDC) is soliciting written quotes for a gas main installation. .

Description in brief:

Run approximately a total 5,500 feet of 6 inch HDPE gas main with a 10" steel casing. This will run from the Atmos Energy Station, City Gate, Copperas Cove, TX, and under U.S. Highway 190, down Constitution to Charles Tillman Way.

NOTE: *There are two parts and two separate Requests for Proposal (RFP's), but both projects need to be installed simultaneously. Interested contractors can bid on one or both projects, but they separate RFP's must be completed and submitted separately.*

Quotes will be received until **5:00 pm September 22, 2020**. Quotes shall be hand delivered or mailed to the Copperas Cove EDC located at 113 W. Ave. D, Copperas Cove, TX 76522 Attn: Diane Drussell. Quotes may also be emailed: ddrussell@coveedc.com. Quotes, whether hand delivered, mailed or emailed, received late, will not be accepted.

Quotes must be submitted in a sealed envelope and clearly marked:

HDPE GAS MAIN INSTALLATION – OFF-SITE RFQ #08-2020-1
Contractor's License# _____

The project consists of:

- Installation of 5,500 +/- feet of 6-Inch HDPE Main
- Various Road Crossings (Business 190, Constitution +)
- Various Driveway Crossings

The CCEDC reserves the right to reject any or all quotes.

Copperas Cove Economic Development Corporation

INSTRUCTIONS TO OFFERORS

1. The envelope or package containing the completed Request for Proposals should be marked legibly on the outside with the submitter's name and address along with **"Request for Proposals for HDPE Gas Main Installation– Off-Site RFP #08-2020-1"**
2. The offeror shall sign and date the submittal where provided within the RFP. The person signing the proposal must have the authority to bind the company in a contract. Proposals which are not signed and dated in this manner may be rejected.
3. All documents shall be received at the Copperas Cove Economic Development Corporation, located at 113 W. Ave D., Copperas Cove, Texas, 76522, Attn: Diane Drussell, by the deadline shown on the cover sheet of this Request for Proposals.
4. **Facsimile transmittals and electronic transmittals will not be acceptable.**
5. The Copperas Cove Economic Development (EDC), reserves the right to reject any or all Request for Proposals as it shall deem to be in the best interests of the Corporation.
6. Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Copperas Cove Economic Development Corporation. Addenda will be posted on www.coveedc.com . Vendors who pick up the RFP from the Copperas Cove Economic Development Corporation will be responsible for checking the EDC's website to see if any addenda have been issued. Addenda may also be emailed to original email contact of each company. Offerors shall acknowledge receipt of all addenda on the sealed envelope or package containing their proposal.
7. Proposals resulting from submitted Request for Proposals must comply with all applicable federal, state, county and local laws concerning these types of services.
8. A prospective Offeror must affirmatively demonstrate Offeror's responsibility. A prospective Offeror must meet the following requirements:
 - a. Letter confirming current bonding capabilities;
 - b. Ability to comply with the required or proposed delivery schedule;
 - c. Possess a satisfactory record of performance;
 - d. Copies of all current licenses required to complete the work;
 - e. Be otherwise qualified and eligible to receive an award; and
 - f. Proposed work plan, level of effort, and timeline required to complete the project.

The EDC may request representation and other information sufficient to determine Offeror's ability to meet these minimum standards.

9. Section 176.006 of the Texas Local Government Code requires a bidder/vendor to file a conflict of interest questionnaire if the vendor has a business relationship with the EDC and has:

- (a) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or
- (b) has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor/bidder is required to file a questionnaire not later than the seventh business day after the later of the following:

- (a) the date the vendor begins discussions or negotiations to enter a contract with the EDC or submits an application or response to a bid proposal; or
- (b) the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

State law requires that a vendor file an updated questionnaire with the City Secretary's office annually, before September 1st, and or not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate. The Conflict of Interest Questionnaire is attached in Compliance with this law is the responsibility of each bidder/vendor.

COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION
Request for Proposals (RFP) #08-2020-1

I. Introduction

The Copperas Cove Economic Development Corporation (CCEDC) is seeking to install a gas main, of approximately 5,500 feet to bring a gas line into the Narrows Business and Technology Park. Gas main will consist of various road and/or driveway crossings and will extend the gas main from the Atmos Energy Station City Gate, located on Business 190 in Copperas Cove and will run from that point, to the other side of Business 190 and down to Constitution Drive. The CCEDC intends to enter a contract with a selected Respondent within thirty days of a Notice of Award.

II. Information requested from Offerors

Each request proposal shall contract all the items listed below. Incomplete statements may be rejected in technical review by the Contract Evaluation Committee.

A. Complete the Company information sheet (Exhibit 2) this RFP.

B. Provide a summary of the company's history including information on parent company, if applicable.

C. Provide a list of at least five (5) references familiar with the Company's capability to deliver services, including contact names, phone numbers and description of services provided.

D. Provide a completed Insurance Requirement Affidavit (Exhibit 3) asserting that you can comply with the insurance requirements specified in the attached Agreement for Professional Services (Exhibit 1. See attached form).

NOTE: Although the awarding contractor will not need to pull a permit with the Building Department, we do ask that the Contractor(s) provide Certificate of Insurance to the City of Copperas Cove:

Certificate of Insurance for General Liability, per our City Ordinance, Sec 4-162, e, for ROW:

(e) Every registrant doing work in any city rights-of-way shall carry contractor's public liability insurance with a combined single limit of not less than five hundred thousand dollars (\$500,000.00) per occurrence, with an aggregate of not less than five hundred thousand dollars (\$500,000.00). The registrant shall make the City of Copperas Cove a certificate holder and present proof of insurance at the time of registration and all subsequent renewals. Notice of policy cancellations or failure to renew coverage shall be cause for revocation of registration, denial of inspections or cancellation of permits.

Certificate Holder is:

City of Copperas Cove
914 S Main Street, Suite G
Copperas Cove TX 76522

Please email Certificate of Insurance to tgast@copperscovetx.gov

E. Provide a completed Vendor Information Sheet and W9 for accounts payable purposes (Exhibit 4)

III. Submission Information

The Copperas Cove Economic Development Corporation will receive Proposals until 5 pm September 22, 2020. Deadline for questions or request for clarification must be submitted to Diane Drussell in writing prior to September 21 @ 10:00am via email to: ddrussell@coveedc.com. **There will be no exceptions.** All responses to the question will be posted to the CCEDC'S website in addendum form.

One (1) original copy and three (3) copies of the Request for Proposals shall be submitted in an envelope or box bearing the name and address of respondent and also be identified in the lower left corner with “**Request for Proposals for HDPE Gas Main Installation– Off-Site RFP #08-2020-1**” and be addressed as follows:

**Copperas Cove Economic Development Corporation
113 W. Ave D
Attn: D. Drussell
Copperas Cove, Tx 76522**

The EDC is an Affirmative Action and Equal Opportunity Employer.

COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION
Request for Proposals (RFP) #08-2020-1

I. Request for Proposal (RFP) #08-2020-1 – HDPE Gas Main Installation – Off-site

The Copperas Cove Economic Development Corporation (EDC) is seeking proposals from qualified and appropriately licensed contractors install a gas main (approximately 5,500 feet) from the Atmos Energy Station in Copperas Cove to The Narrows Business and Technology Park (Narrows). The CCEDC intends to enter a contract with the selected Respondent within twenty-one (21) days of a Notice of Award. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the EDC and the selected Respondent.

II. Description

Site plans attached. Work will be performed at standards that comply with City, State and Federal Regulations along with standards set by Atmos Energy.

III. Scope of Work

At a minimum, the quote will include completing the following scope of work, per Atmos Energy's standards and compliances.

1. Installation of 5,224 feet of 6-inch HDPE Main.
2. The Atmos contractor that is chosen for the Narrows gas main installation in Copperas Cove will need to register with the city and submit any required permit applications online.
3. Contractor will be responsible for being aware of a required permitting and permitting needs must be submitted for and approved by the City of Copperas Cove prior to work being started.
4. Contractor will provide all labor, materials, and equipment necessary to complete the project.
5. Contractor shall contact Atmos Energy Representative, Robert Bigley (254-953-1607) at least 72 hours (3 business days) prior to commencing work that would affect any underground utilities.
6. Contractor shall notify the City for location of water and sanitary services.
7. Contractor shall be responsible for determining the location of all underground utilities.
8. Contractor shall contact the state one call system at 1-800-545-6005 and the Dig Toss at 1-800-344-837 at least 48 hours (2 business days) prior to commencing work that would affect any underground utilities.
9. Contractor shall gather and deliver X-Y-Z as built dimensions for all point of inflection or tie-ins.

10. Contractor shall install approved tracing wire along the entire length and adjacent to polyethylene pipe. Tracer wire is to be installed approximately two to four inches from pipe and on same approximate elevation as pipe. Tracer shall be installed along with polyethylene pipe in directional bores. Contractor shall install Atmos Energy supplied tracer wire test bosses approximately every 500 feet as directed by the on-site Atmos Energy Representative.
11. Contractor shall install Atmos Energy supplied pipeline markers (T-Post with bolt on signs) approximately every 400 feet as directed by the on-site Atmos Energy Representative.
12. Contractor to coordinate with the on-site Atmos Energy representative for implementation of the SWPPP (if required).
13. Contractor will provide all materials required to fill false holes created for directional drills after pipe removal with flowable fill.
14. Contractor shall verify the location, relocation, abandonment, and/or temporary support of all utilities affected by the construction of the structure and embankment and coordinate these activities with the appropriate utility companies, agencies and/or authorities. For information on, and relocation of fiber optic cable, call 1800-336-9193.
15. If road construction is underway, pipeline contractor to coordinate with general contractor to verify final grades and location of proposed utility lines.
16. Contractor to install monitor taps, bypass taps and purge tapes per Atmos Energy construction procedures.
17. Contractor shall install casing vents supplied by Atmos Energy and per Atmos Energy Standard, STD. 01-003-01 at locations that are approved in advance by the on-site Atmos Energy Representative.
18. While working within the Right of Way (ROW), the Contractor will be required to coordinate his installation activities through TxDOT's Construction Inspector in charge of utilities at least 48 hours prior to working in the ROW.
19. Contractor must locate existing utility lines prior to doing any groundwork like boring, digging, trenching, or drilling within the ROW to ensure that the location is not already occupied by another utility and that no damage will be done to existing utilities. If there are traffic signals or street lighting within 1000 feet of utility company's approved assignment, the contractor will need to notify the TxDOT Traffic Signal Department at 817-370-6500 to locate utility lines owned and maintained by TxDOT.
20. Contractor can work within the ROW during daylight hours between 6:00 am and 7:00 pm Monday through Friday. No construction work within the ROW outside of those times will be allowed without written permission.
21. Contractor must conform to TxDOT's Traffic Control requirements and recommendations and should meet or exceed the "Texas Manual on Uniform Traffic Control Devices".

22. Contractor must follow lane closure traffic requirements which allow for lane closures between 9:00 am and 4:00 pm Monday through Friday. A 48-hour notification prior to set up is required. Lane closures are not permitted in inclement weather or if the pavement is wet or icy.
23. The contractor is responsible for keeping the state roadway free of mud, rocks, and general debris.
24. Contractor shall keep all construction equipment relative to utility line installation must be kept off the roadway or shoulder, unless specifically authorized by TxDOT. Excavated materials must always be kept off the pavement .
25. Contractor is responsible to keep work crews and equipment confined to areas outside of the roadway shoulder and off the edge of the pavement. This includes field crew vehicles.
26. Contractor must ensure construction equipment left overnight in the ROW must be sectioned off with orange plastic mesh fencing and be placed at least 30' off the edge of pavement. Equipment located closer than 30' must be protected by concrete traffic barriers.
27. All asphalt and concrete driveways located within the State ROW must be bored. An exception to this rule will be allowed, only if the owner of the driveway is willing to provide TxDOT a letter granting the contractor permission to open cut their driveway. The letter must be signed and reflect the property owners name, address, and phone number. TxDOT may contact owner to verify the letter's accuracy.
28. Bore pits located within 10' from the edge of pavement must be reinforced with wood or steel to ensure that the existing roadway or pit walls don't collapse. Reinforced wall shoring and/or trench box protection is required for all holes, pits and trenches deeper than 5'. Bore pits located closer than 30' from the edge of pavement should be protected by concrete traffic barriers. Open pits must be sealed off by orange plastic mesh fencing, cones, and drums.
29. The contractor will be required to restore the ground to its original lines, grades and contours by means of pounding or compacting in 6" horizontal layers to a density equal to that of the surrounding soil, shaping and revegetating all disturbed areas to the extent practicable. Damaged areas on which utility construction has ceased temporarily or permanently shall be revegetated within 14 days unless construction is scheduled to resume within 21 days.
30. The project should be completed within **120 days** of the signed contract between the CCEDC and the selected Respondent.

IV. Fee Basis

The payment will be made in accordance with the terms of the contract at the end of the project once all work has been completed by the Contractor and approved by the CCEDC. A payment retainage of ten (10) percent will be held by the CCEDC pending satisfactory completion of all project tasks and a final inspection of all sites.

V. Evaluation Criteria

The following evaluation criteria will be used to select the successful Offeror:

- Submittal details and completeness of information provided: 10 points
- Proposed plan and level of effort required to complete the project: 20 points
- Fee should be included 70 points

VI. Safety

The successful vendor shall appoint an on-site person to be responsible for supervision and safety of operation. Staff shall be properly trained in the safe and proper operation of equipment. The contractor shall follow and adhere to all OSHA Safety rules and regulations. The vendor shall also abide by the rules for safety/security as may be required by any local and state regulations for this type service.

VII. Submittal

Submissions shall be on form within this document (page 9) or company letterhead or company quote form or for and must be signed by an authorized company representative. If not utilizing the attached form, be sure to include the same requested information as per submittal form attached. Quotes shall detail work to be performed. Deviations from these specifications shall be indicated in the quote. The quote shall include all labor, materials, equipment, hauling, disposal landfill tipping fees, state and local permits and providing dirt to fill level grade and seed disturbed area (if applicable).

QUESTIONS

For any questions concerning this project contact Diane Drussell, Assistant Director, at (254) 547-7874 or by email: ddrussell@coveedc.com

COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION
Request for Proposals (RFP) #08-2020-1
SUBMITTAL FORM

(to be included in your RFP Submittal Package)

Project: HDPE Gas Main Installation – Off-site

Property location:

Atmos Energy Station, City Gate, Copperas Cove, TX,
and under U.S. Highway 190, down Constitution to Charles Tillman Way

Submitting Company: _____

Address: _____

City, State, Zip Code: _____

Project Fee: _____

Authorized Representative: _____

Title: _____

Authorized Signature: _____ Date: _____

Email: _____

Phone numbers(s): _____

Company Pricing: _____

Submitted fee is firm thought (minimum 30 days from deadline date): _____

Attach all fee specifications, proposed work plan and qualifications as defined in RFP #08-2020-1

EXHIBIT 1

Professional Services Agreement

COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
CORYELL COUNTY §

This Professional Services Agreement ("Agreement") is made and entered by and between the Copperas Cove Economic Development Corporation, Texas, (the "EDC") a Texas Corporation, and ("Professional").

Section 1. Duration

This Agreement shall become effective upon _____, 2020 and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work

- (A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as described on the Request for Proposal under section III, page #5. The work as described in the Scope of Work constitutes the "Project". Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.
- (B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.
- (C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Professional must comply with the standards set by Atmos Energy.
- (E) The Professional may rely upon the accuracy of reports and surveys provided to it by the EDC except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation

(A) The Professional shall be paid in the manner set forth in Request for Proposal.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the EDC's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses:* All reimbursable expenses related to the Project shall be included in the scope of services and accounted for in the total contract amount. If these items are not specifically accounted for in Scope of Work, such expenses will require Board approval.

Section 4. Changes to the Project Work: Additional Work

(A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the EDC finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the EDC and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The EDC retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and not does not otherwise constitute special services under this Agreement must be approved in writing by the EDC by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the EDC of that opinion, in writing. If the EDC agrees that such work does constitute additional work, then the EDC and the Professional shall execute a supplemental agreement for the additional work and the EDC shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work relates is critical to the EDC. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the EDC other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

INSURANCE

Before commencing work under this Agreement, Professional shall obtain and furnish to the EDC evidence of the following insurance during the term of this Agreement and thereafter as required herein:

- a. Certificate of Insurance for General Liability Insurance – per Ordinance, Sec 4-162, e, for ROW: (e) Every registrant doing work in any city rights of way shall carry contractor's public liability insurance with a combined single limit of not less than five hundred thousand (\$500,000.00). *The registrant shall make the City of Copperas Cove a certificate holder and present proof of insurance at the time of the registration and all subsequent renewals.* Notice of policy cancellations or failure to renew coverage shall be cause for revocation of registration, denial of inspections or cancellation of permits.
- b. General Liability: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.
- c. Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the EDC certificates of insurance.
- d. Workers Compensation Insurance: The Contractor shall carry and maintain during the term of this Agreement, workers compensation and employer's liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

- e. Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence.

Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

- f. Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.
- g. Qualifying Insurance: The insurance required by this Agreement shall be written by non- assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Section 7. Miscellaneous Provisions.

(A) Subletting. The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the EDC, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the EDC in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the EDC shall be delivered to and become the property of the EDC. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the EDC without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE EDC OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE EDC'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the EDC, but shall grant to the EDC a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the EDC under or pursuant to this Agreement.

(C) Professional's Seal. To the extent that the Professional has a professional seal it shall be placed on all documents and data furnished by the Professional to the EDC. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's

industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the EDC and Professional. The EDC acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials, or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

(D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the EDC with satisfactory proof of compliance.

(E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the EDC and is not an employee, agent, official or representative of the EDC. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the EDC. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

(F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the EDC under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the EDC pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the EDC and, at the sole option of the EDC, the EDC may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados) labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but

no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) *Conflicts.* In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. Termination.

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Professional and EDC;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued in the RFP;

(3) By the EDC, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the EDC, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the EDC terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the EDC, the cost to the EDC of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the EDC of the work performed at time of termination. In the event of termination not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification

Professional shall indemnify, defend and hold harmless the Copperas Cove Economic Development Corporation, Texas and its officials, employees and agents (collectively referred to as "indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-- performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional's agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as "Professional") (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any indemnity for the indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by indemnitees but only after final adjudication and to the extent and percent that Professional or Professional's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment

Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver

Either EDC or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law: Venue

This Agreement and all the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Coryell County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Coryell County, Texas.

Section 15. Paragraph Headings: Construction

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect

Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors, and assigns.

Section 17. Gender

Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement

It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Right to Audit

EDC shall have the right to examine and audit the books and records of Professional with regards to the work described in Scope of Work, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 23 Dispute Resolution

In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL Gov'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 24. Disclosure of Business Relationships/Affiliations: Conflict of Interest Questionnaire

Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Section 25. Certificate of Interested Parties (TEC Form 1295).

For contracts needing EDC Board of Directors approval, or any subsequent changes thereto requiring EDC Board approval, the EDC may not accept or enter into a contract until it has received from the Professional a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Professional understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the EDC from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and notarized, and provided to the EDC. The TEC Form 1295 must be provided to the EDC prior to the award of the contract. The EDC does not have the ability to verify the information included in a TEC Form 1295 and does not have an obligation or undertake responsibility for advising Professional with respect to the proper completion of the TEC Form 1295.

26. Texas Government Code Mandatory Provision.

The Copperas Cove Economic Development Corporation may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by entering into this Agreement, the Professional hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended . Further, the Professional hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

EXECUTED on this the _____ day of _____, 20__ .

EDC:

PROFESSIONAL:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ADDRESS FOR NOTICE:

PROFESSIONAL

with a copy to:

Knight Law Firm
Legal Counsel for Copperas Cove Economic Development Corporation, Texas

GOVERNMENTAL CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION, TEXAS
(Version 09/11/2017)

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contracting party identified below agrees that the below terms and conditions shall govern all agreements with the Copperas Cove Economic Development Corporation (EDC), unless otherwise agreed to by a specifically executed provision within the contract and if permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE all other terms and/or conditions whether oral or written.

1. **Application.** This Governmental Rider applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Standard Vendor Purchasing Agreement (Contract) (attached hereto) of _____ (Contractor/Vendor). The Contract involved in this Rider is described as follows:

Contractor will provide all labor, materials, and equipment run gas main as requested in proposal.

2. **Payment Provisions.** The EDC's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. EDC reserves the right to modify any amount due to contractor presented by invoice to the EDC if necessary, to confirm the amount to the terms of the contract.

3. **Non-Appropriations - Multiyear Contracts.** If the EDC's Board of Directors does not appropriate funds to make any payment for a fiscal year after the EDC's fiscal year in which the contract becomes effective, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the EDC shall have the right to terminate the agreement at the end of any EDC fiscal year if the governing body of the EDC does not appropriate funds sufficient to continue the contract, as determined by the EDC's budget for the fiscal year in question. The EDC may execute such termination by giving the contractor a written notice of termination at the end of its then current fiscal year.

4. **Best Value Determination.** All competitive bids or proposals received shall be evaluated based on the lowest responsible bidder or best value for the EDC considerations authorized by the Texas Local Government Code and other applicable law. The best value shall be determined by any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below:

- a. Bid price.
- b. Reputation of the bidder and of bidder's goods and services.
- c. The quality of the bidder's goods or services.
- d. The extent to which the goods or services meet the EDC's needs.
- e. Bidder's past relationship with the EDC. All contractors/vendors shall be evaluated on their past performance and prior dealings with the EDC to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

5. **Local Preference.** The EDC Board of Directors supports the local preference option for purchasing. In accordance with Chapter 271, Sections 271.905 and 271.9051 of the State of Texas Local Government Code, the EDC Board of Directors may choose to award a competitive bid to a bidder whose principal place of business is within the City limits, provided that said purchase complies with the requirements of those sections.

6. **No Ex-Parte Communications during Competitive Bidding Period.** To ensure the proper and fair evaluation of a response, the EDC prohibits ex parte communication (e.g., unsolicited) initiated by the proposed contractor to an EDC official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from contractors/vendors will be permissible until 10:00 a.m. on the day specified as the deadline for questions. Any communication between responder and the EDC after the deadline for questions will be initiated by the appropriate EDC official or employee to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation in the evaluation or any future solicitation.

7. Abandonment or Default. A contractor who abandons or defaults the work on the contract and causes the EDC to purchase the services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto and shall be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same type of work, goods or services for a period of three years, at the EDC's sole discretion.

8. Disclosure of Litigation. Each contractor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending involving the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

9. Cancellation. The EDC reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the contracting party. Termination under this paragraph shall not relieve the contractor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the EDC deems the contractor/vendor to be non-compliant with contractual obligations.**

10. Annual Contractor vendor Performance Review. The EDC reserves the right to review the contractor/vendor's performance at the end of each twelve-month contract period and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.

11. Compliance with other laws and certification of eligibility to contract. Any offer to contract with the EDC shall be considered an executed certification that the contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, as amended during the contracting period, and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the contractor shall furnish the EDC with satisfactory proof of its compliance within 10 days or any contract with the EDC is void.

12. Compliance with all Codes, Permitting and Licensing Requirements. The successful contractor shall comply with all national, state, and local standards, codes, and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations, or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

13. Contractual Liability. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution).

14. Indemnity and Independent Contractor Status of Contractor. CONTRACTOR SHALL INDEMNIFY, SAVE HARMLESS AND DEFEND THE EDC, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES AND ANY AND ALL OTHER COSTS OR FEES (WHETHER GROUNDED IN CONSTITUTIONAL LAW, TORT, CONTRACT, OR PROPERTY LAW, OR RAISED PURSUANT TO LOCAL, STATE OR FEDERAL STATUTORY PROVISION), ARISING OUT OF THE PERFORMANCE OF THE RESULTING AGREEMENT AND/OR ARISING OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, AND EMPLOYEES. It is understood and agreed that the contractor and any employee, subcontractor or agent of the contractor shall not be considered an employee of the EDC for any purpose. The contractor shall not be within protection or coverage of the EDC's workers' compensation insurance, health insurance, liability insurance or any other insurance that the EDC from time to time may have in force and effect. EDC specifically reserves the right to reject any and all of contractor's employees, agents, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on EDC property or their interaction with EDC employees be found to be not in the best interest of the EDC, harassing, or is found to interfere with the effective and efficient operation of the EDC's workplace.

15. Liens. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND SAVE HARMLESS THE EDC AGAINST ANY AND ALL LIENS AND ENCUMBRANCES FOR ALL LABOR, GOODS, AND SERVICES WHICH MAY BE PROVIDED UNDER THE RESULTING AGREEMENT. At the EDC's request, the contractor or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens to the EDC.

16. Confidentiality. Any provision in the Contract that attempts to prevent the EDC's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code).

17. Tax Exemption. The EDC is a tax-exempt entity and will not be liable to Contractor/Vendor for any federal, state, or local taxes for which the EDC is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item or work. Texas limited sales tax exemption certificates will be furnished upon request. Contractors/Vendors shall not charge for said taxes. If billed, the EDC will remit payment less sales tax.

18. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the EDC by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

19. Sovereign Immunity. Any provision of the Contract that seeks to waive the EDC's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgment of the provision within the contract.

20. Governing Law and Venue. Texas law governs this Contract, and any claim, action or lawsuit on this Contract must be filed in a court that has jurisdiction in Coryell County, Texas.

21. Right to trial by Jury. Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgment of the provision within the contract.

22. Certificate of Interested Parties (TEC Form 1295). For contracts needing EDC Board of Directors approval, or any subsequent changes thereto requiring EDC Board approval, the EDC may not accept or enter a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the EDC from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and notarized, and provided to the EDC. The TEC Form 1295 must be provided to the EDC prior to the award of the contract. The EDC does not have the ability to verify the information included in a TEC Form 1295 and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

23. Texas Government Code Mandatory Provision. The EDC may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, the contractor/vendor hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the contract/vendor hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

Signature Page Follows.

**COPPERAS COVE ECONOMIC DEVELOPMENT
CORPORATION, TEXAS**

NAME OF CONTRACTOR/VENDOR

By: _____

Title: _____

Date: _____

EXHIBIT 2

Company Information Sheet

COMPANY INFORMATION SHEET

Company Name _____

Address _____

City, State, Zip _____

E-mail address: _____

TIN: _____

Below is a list of projects our company has completed. Please feel free to contact the references below.

Reference 1: _____

Name: _____

Title: _____

City: _____

Phone#: _____

Project Description: _____

Time of Completion: _____

Reference 2: _____

Name: _____

Title: _____

City: _____

Phone#: _____

Project Description: _____

Time of Completion: _____

Reference 3: _____
Name: _____
Title: _____
City: _____
Phone#: _____
Project Description: _____

Time of Completion: _____

Reference 4: _____
Name: _____
Title: _____
City: _____
Phone#: _____
Project Description: _____

Time of Completion: _____

Reference 5: _____
Name: _____
Title: _____
City: _____
Phone#: _____
Project Description: _____

Time of Completion: _____

EXHIBIT 3

TEXAS INSURANCE REQUIREMENT AFFIDAVIT

COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION
TEXAS INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed by Appropriate Insurance Agent

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Copperas Cove, I will be able to, within thirty (30) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

Agent (Signature)

Agent (Print)

Name of Agency/Broker: _____

Address of Agent/Broker: _____ City/State/Zip: _____

Agent/Broker: _____

Telephone Number: _____

CONTRACTOR'S NAME: _____

(Print or Type)

EXHIBIT 4:

Vendor Information Sheet

W-9 Form

Conflict of Interest Questionnaire



VENDOR INFORMATION SHEET

COMPANY NAME: _____ TAX ID#: _____

PRIMARY POC: _____ DATE: _____
(PLEASE PRINT)

SIGNATURE: _____ PHONE: _____

EMAIL ADDRESS: _____

SECONDARY POC: _____ DATE: _____

SIGNATURE: _____ PHONE: _____

EMAIL ADDRESS: _____

Copperas Cove Economic Development Corporation

113 W. Ave. D, Copperas Cove, TX 76522

www.coveedc.com

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
					-					
or										
Employer identification number										
					-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity _____

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.