



## **REQUEST FOR PROPOSAL**

### **Automotive Supplies & Equipment**

**RFP# 2021-A001**

**Submittal Deadline:  
Monday November 30,2020  
by 3:00 p.m.**

Prepared by: Genesis Gutierrez

Procurement Specialist

Coastal Bend College

3800 Charco Rd.

Beeville, TX 78102

[ggutierrez@coastalbend.edu](mailto:ggutierrez@coastalbend.edu)

# INTRODUCTION

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**Profile Coastal Bend College:** *Coastal Bend College (“CBC” or the “College”) is a public community college in South Texas with a service area encompassing Bee County, Karnes County, Live Oak County, Jim Wells County, McMullen County, Duval County, Brooks County, Atascosa County, and Kleberg County. CBC provides educational opportunities in workforce training, academics, technical fields, adult basic education, and personal development. CBC is accredited to award associate degrees and certificates by the Commission on Colleges of the Southern Association of Colleges and Schools.*

Coastal Bend College’s web page is located at: <http://www.coastalbend.edu>

## Objective of this Request for Proposals

The intention of this Request for Proposal (RFP) is to solicit offers for Automotive Supplies and Equipment. These specifications will allow the College to select the vendor who can provide such services. The College reserves the right to accept or reject any or all proposals, waive any formalities in the proposal process, and to award the proposal that best serves the interests of the College.

Coastal Bend College (“CBC”) is accepting sealed proposals for the following:

### Automotive Supplies & Equipment

Direct all questions regarding this proposal in writing to:

### Genesis Gutierrez-Procurement Specialist

Email: [ggutierrez@coastalbend.edu](mailto:ggutierrez@coastalbend.edu)

For information regarding the RFP process, contact the representative identified above.

### PROPOSED TIMELINE

Release RFP	November 19,2020
Last date for questions	November 27, 2020 10:00am CST
Bid Submission Deadline Date	November 30, 2020 3:00pm CST

To be considered a responsive offer, proposers are required to submit an executed original of their proposal, proposal sheets and any other requested/required information in a sealed envelope. Please submit one signed original, and two copies.

The proposal can be mailed, delivered by courier as well as hand-delivered to:

Coastal Bend College  
Attn: Genesis Gutierrez  
Business Office  
3800 Charco Road  
Beeville, TX 78102

## VENDOR SUBMISSION CHECKLIST

Your response must include the following information and completed forms:

- Price proposal sheet (pages 13-18)
- Business References (page 19)
- Vendor Packet (page 20-35)
- Direct Deposit Form (optional page 36)
- Proposal Sheets

## SCOPE, EVALUATION, & RFP PURPOSE

**The scope and purpose of this RFP is:**

*The intention of this Request for Proposal (RFP) is to solicit offers for Automotive Supplies and Equipment. These specifications will allow the College to select the vendor who can provide such services. The College reserves the right to accept or reject any or all proposals, waive any formalities in the proposal process, and to award the proposal that best serves the interests of the College.*

FACTOR	POINTS
Purchase price	40
The reputation of the vendor and the vendor's goods and services.	15
The extent to which the goods and services meet the College needs.	15
The quality of the vendor's goods and services.	10
The vendor's past relationship with CBC.	10
The total long-term cost to the College to acquire the goods or services.	10
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Total	100

**EVALUATION CRITERIA** – Coastal Bend College will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each proposal received will be analyzed to determine overall responsiveness and completeness. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may be eliminated from further evaluation at the discretion of the College.

# PROCUREMENT PROCEDURES & AWARD

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1. **PROPOSAL VALIDITY:** Proposals and all pricing offers shall remain valid, pending award, for 120 days. Upon mutual agreement, proposal prices can be extended beyond the firm price offer date. Submitted responses should be self-explanatory and should not require any clarification or additional information. Once submitted, CBC will not return responses to vendors. A response that has been submitted to CBC may be withdrawn by email.

2. **COSTS AND PRICING:**

- a. Prices are to remain firm and fixed for the term of the contract, unless cost increases or escalations are specifically agreed to in a writing signed by both parties.
- b. Submit unit price on quantity specified – extend and show total. In case of errors in extension, unit prices shall govern.
- c. All prices are to be freight prepaid, include all delivery charges and are to be F.O.B. CBC.
- d. CBC is tax-exempt. Response prices should not include taxes.

3. **DELIVERY ARO:** Proposals must show the number of days required to deliver the article(s) to the specified location under normal conditions after receipt of an order (ARO). Delivery time will be considered in the evaluation process.

4. **PURCHASES** – Purchases will be made on an as needed basis throughout the period of the contract by way of Purchase Orders.

5. **SPECIFIED/ALTERNATE ITEMS:** Any catalog, brand name, and/or manufacturer's reference used is descriptive, not restrictive, and is intended only to indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless otherwise specified. If offering an alternate product, proposal must show manufacturer, brand, model, etc. of item being offered. Complete descriptive information of each alternate product must be included with the proposal. If the vendor takes no exception to the specifications, vendor shall be required to furnish brand names, models, etc. as specified.

6. **SUBCONTRACTORS:** If the Vendor has joined with one or more business partners or is subcontracting any work to respond to the solicitation, Vendor must identify those subcontractors or partners in the solicitation response.

7. **AUTHORITY/DISTRICT OPTION:** All proposals must meet or exceed the College specifications. CBC shall be the sole authority in evaluating and determining the equality of all alternate proposals. Substitutions below the minimum specifications shown will not be accepted.

8. **CBC:**

- a. Reserves the right to reject any or all proposals, waive minor formalities at CBC's discretion, and to accept any proposals determined to be the most advantageous to the college in accordance with the RFP's evaluation criteria. Reserves the right to cancel this solicitation in whole or in part, or amend the solicitation by issuing an addendum to the RFP. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP.
- b. Reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with CBC.
- c. Assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a response to this RFP or any amendments or addenda, or any other costs incurred by vendors prior to award of a contract.
- d. Reserves the right to reject any and/or all responses. CBC further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's response or any parts thereof.

9. **FRP ADDENDUM:** Any interpretations, corrections, additions or changes to this RFP will be communicated to vendors by the issuance of an addendum. All vendors shall comply with the requirements specified in any addendum issued by CBC. No addenda will be issued later than 3 business days prior to the proposal closing, except an addendum withdrawing the proposal or postponing the opening of the proposal. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP.

10. **NON-WARRANTY OF PROPOSALS** – Due care and diligence has been exercised in the preparation of the RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required, the exposures to risk, and verification of all information herein shall rest solely with those submitting proposals. Neither the College nor its representatives shall be responsible for any errors or omissions in this RFP. The College reserves the right to request additional information from the Vendor after the submission date.

11. **OPENING PROCEDURE:** Proposals will be opened so as to avoid disclosure of contents to competing offerers and kept secret during the process of negotiation. Only the names of offerers will be read at a public opening.

12. **NEGOTIATIONS** – The College may choose to award a contract based on the original submission, or move to negotiations. Because the College may choose not to enter into negotiations and/or request a best and final offer, all offerers are to assume the original submission, and any subsequent communication with the College, may be considered a final offer.

13. **DISQUALIFICATION:** A vendor may be disqualified before or after the responses are unsealed for reasons including but not limited to incomplete or non-compliant responses, or evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

14. **RFP SUPERSEDES:** This RFP represents the basis for any award and supersedes all prior solicitations, offers, negotiations, exceptions and understandings (whether orally or in writing).

15. **TEXAS PUBLIC INFORMATION ACT:** CBC is a governmental body subject to the Texas Public Information Act. Responses submitted to CBC as a result of this solicitation may be subject to release as public information after contracts are awarded or the procurement is terminated. CBC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information as required by applicable law.

16. **CONFLICTS OF INTEREST AND GIFTS:**

a. Proposers are not permitted to contact any Board of Trustees member, officer or employee, other than the College representative designated to respond to questions above. No gratuities of any kind will be accepted, including meals, gifts or trips.

b. **Form CIQ:** As of September 1, 2015, any vendor who does business with CBC or who seeks to do business with CBC must fill out a Conflict of Interest Questionnaire (Form CIQ of Vendor's Submission Checklist). Form CIQ must be completed regardless of whether or not a conflict of interest exists.

c. **Gifts:** The officers, employees, and agents of CBC may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

d. **Federal Procurement:** In accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

17. **CONTRACT AWARD:** Proposer's response shall be considered an offer to the College and subject to the terms of this RFP, including but not limited to all terms and conditions, forms, appendices, and attachments. The College expressly disclaims and rejects any amendment or modification of the RFP terms by vendor, except where the College first indicates acceptance of the modification in writing. The College will indicate acceptance of a vendor's response by issuance of an Awarded Vendor Notice or Purchase Order to awarded vendor. CBC reserves the right to award multiple contracts pursuant to this RFP. An award of a contract does not guarantee the vendor that the College shall issue any Purchase Orders for the Proposer's goods or services, or guarantee any particular volume, use, number, or sales.

# COASTAL BEND COLLEGE GENERAL TERMS AND CONDITIONS

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These terms and conditions are applicable to and form a part of all contract documents and purchase orders issued as a result of award under this RFP and shall be incorporated by reference into all contract documents.

1. **CONTRACT DOCUMENTS:** The agreement between the parties shall consist of the following documents incorporated herein by reference for all purposes: (1) CBC's Special Terms and Conditions (if applicable); (2) CBC's General Terms and Conditions; (3) CBC's Notice of Award, (4) any valid written purchase orders signed by an authorized representative of CBC, and (5) vendor's proposed pricing as accepted by CBC (collectively the "Contract"). The terms of this Contract shall govern all procurements conducted hereunder. No additional terms on the Vendor's order acknowledgments, invoices, or other forms shall have any force or effect. In the event of a conflict, the documents shall control in the order they are listed in this paragraph. This Contract constitutes the entire agreement between the parties and supersedes any previous written or oral agreements.
2. **EFFECTIVE DATE:** This Contract shall be effective solely upon the signature Notice of Award (Form ) by an authorized representative of CBC. The Effective Date of this Contract shall be the date of CBC's Notice of Award.
3. **QUANTITIES:** Unless otherwise specified in the RFP, all commodities will be provided on an "as needed" basis, and CBC makes no representation either orally or in writing to the amount of commodities, services, or related items CBC will purchase pursuant to this Contract.
4. **AMENDMENT:** Further, no amendment of this Agreement shall be permitted unless first approved in writing by and authorized representative of CBC.
5. To be effective, any amendment to this Contract must be in writing and signed by authorized representatives of all parties.
6. **ASSIGNMENT:** The parties may not assign this Contract or any of its rights, duties, or obligations hereunder without the prior written approval of both parties. This prohibition includes the an assignment or transfer to a successor in interest to Vendor.
7. **CONTRACT TERM:** The Term of the contract shall be in accordance with the Tern specified in the corresponding RFP.
8. **ANNUAL REVIEW:** This Contract will be reviewed by the College annually for consideration of the renewal options exercisable at CBC's discretion.
9. **ANNUAL APPROVAL:** The contract and subsequent Renewal Options will be presented for approval at a regularly scheduled Board of Trustees meeting, as required.
10. **VENDOR CHANGES AND UPDATES:** Vendors shall submit all updates of their company and contact information to the College in writing to the address listed on the cover page.
11. **EXCEPTIONS:** Any exceptions to the terms and conditions of the provisions of this must be stated in writing, and attached as a part of the proposal. No exceptions shall be deemed effective unless the College has indicated its acceptance of the exception in writing signed by an authorized representative of CBC.
12. **GOVERNING LAW AND VENUE:** The laws of the State of Texas, without regard to conflicts of law, shall govern this Contract. Mandatory and exclusive venue for any dispute arising under this Contract shall be in the courts of Bee County, Texas.
13. **COMPLIANCE WITH LAWS:** All items and services offered shall conform to all applicable local, county, state and federal laws, ordinances and regulations. For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract.
14. **CONFIDENTIALITY:** Vendor agrees to secure the confidentiality of all information and records provided by CBC in accordance with applicable federal and state laws, rules, and regulations. Vendor acknowledges that the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, governs the confidentiality of educational records and student personally identifiable information and agrees to abide by FERPA rules and regulations, as applicable, including but not limited to restrictions on disclosure of FERPA protected information to third parties. Vendor also acknowledges that CBC is subject to the Texas Public Information Act, and Vendor waives any claim against CBC and releases from liability CBC, its officers, employees, agents, and attorneys with respect to disclosure of information determined by CBC, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act. Per Government Code, Article 252.049, if any of the information is considered to be confidential or a trade secret belonging to the Vendor and, if released would give advantage to a competitor or Vendor, that information should be filed with the proposal in a separate envelope marked "confidential – do not duplicate without permission." Any such designation shall be subject to CBC's compliance with applicable law regarding disclosure.
15. **INDEMNIFICATION** –VENDOR SHALL INDEMNIFY AND HOLD CBC HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR

SUBCONTRACTORS, IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS INVOLVING PATENT RIGHT OR COPYRIGHT INFRINGEMENT. Vendor's obligations under this clause shall survive termination of this Agreement.

16. **APPROPRIATED FUNDS:** The parties agree that this Contract is a commitment of CBC's current revenue only. Renewal of this Contract, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Contract, CBC shall have the right to terminate this Contract without default or liability, effective as of the expiration of each budget period of CBC if it is determined by CBC, in CBC's sole discretion, that there are insufficient funds to extend this Contract.
17. **PROPOSAL AWARD:** The College reserves the right to award contracts for any, all, or none of the parts and/or items of this proposal request. Contracts for purchase shall be put into effect by means of purchase order(s) executed by the CFO after this proposal has been awarded.
18. **NON-EXCLUSIVE AWARD:** Except as noted, proposal award resulting from this request is not an exclusive agreement to purchase. The College reserves the right and option, without penalty, to purchase like materials and services from other sources when and if such purchases, in the opinion of the College, are necessary and in the best interest of the College.
19. **VENDOR NON-PERFORMANCE.** If at any time, the Vendor fails to fulfill or abide by the terms and conditions or specifications of the Contract, the College reserves the right to cancel the Contract without written notification of intent.
20. **CANCELLATION:** The College reserves the right to cancel any contract (or purchase order) resulting from this RFP at any time, for any reason (or for no reason) with a thirty (30) day written notice to the Vendor. Vendor may cancel the Contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the parties shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the party's address appearing on the face of the RFP or Business Information Form (or as subsequently revised or changed in writing). Any compensation due Vendor will be limited to items received and accepted, or services performed and accepted, by the College prior to the notice of cancellation.
21. **INVOICES:** If applicable, original invoices shall be submitted to: Coastal Bend College, 3800 Charco Road, Beeville, Texas 78102, Attention: Accounts Payable, Business Office Department. Invoices must indicate the College purchase order number, invoice date, name of company, complete mailing address and telephone number, brief description of the item or service, quantity, unit price and extended price, any other substantiating documentation or information as required by the Contract. Invoices subject to cash discount will be calculated from the date final invoice is received by the College Accounts Payable Department.
22. **PAYMENTS:** Subject to the pricing limitations established by this Contract, the payments due to Vendor are limited to the amount stated on the face of the purchase order.  
Any products provided or services rendered in excess of this amount will be at Vendor's expense and not payable by the College. No alterations, substitutions or extra charges will be permitted without a written Change Order signed by an authorized representative of CBC. Merchandise may not be billed at a price higher than the amount stated on the order. The College shall pay all undisputed invoices for accepted merchandise and/or services within 45 days of delivery or acceptance, whichever is later. Contracts requiring a monthly charge will be billed and paid on a monthly basis.
23. **TAXES:** CBC is tax-exempt, and CBC shall not pay taxes for goods and/or services provided under this Agreement. Vendor represents and warrants that it shall be solely responsible for paying all taxes or similar amounts resulting from this Agreement. Vendor and all subcontractors of Vendor shall hold CBC harmless from any responsibility for taxes, and related damages and interest.
24. **INTER-LOCAL AGREEMENTS & OPEN MARKET PURCHASES:** In the best interest of the College, if the proposal goods and/or services are available at a lower price or better delivery time, it is to be understood that the College reserves the right to purchase these items through an inter-local agreement or on the open market.
25. **DELIVERY RESPONSIBILITY:** The College will not be responsible for any material being delivered or services performed without a purchase order, signed by an authorized representative of the College.
26. **SHIPPING REQUIREMENTS:** The Vendor shall take necessary actions to assure that orders are shipped promptly, to include partial shipments where appropriate. Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: a) Vendor's name and address; b) CBC's name, address and purchase order number; c) Container number and total number of containers, e.g. box 1 of 4 boxes; and d) the number of the container bearing the packing slip (must accompany all goods delivered). The packing slip (or shipping ticket) must state clearly purchase order number, packing slip number, number of items, stock number, destination of delivery and delivery date. Vendor shall bear cost of packaging unless otherwise provided.

27. **DELIVERY TERMS:** a) The title and risk of loss of the goods shall not pass to the College until CBC receives and takes possession of the goods at the point or points of delivery; b) Delivery terms are F.O.B. inside delivery, unless delivery terms are specified otherwise in writing in CBC's proposal; c) The place of delivery shall be that set forth on the purchase order; d) Vendor must provide goods or services within the term dates indicated on the purchase order. The terms of this agreement are "no arrival, no sale." E) Successful vendor(s) shall promptly notify the CBC Purchasing Department when any single line item cannot be delivered within the specified delivery time (according to the purchase order). If the successful vendor is unable to provide the requested item within a mutually acceptable time, the College reserves the option to purchase the outstanding item(s) from an alternate source according to the terms and conditions of this proposal invitation.

28. **WARRANTY:** Equipment / Products shall be new and the latest model. No re-manufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified. The Vendor has the ultimate responsibility of insuring the delivery of complete, full functioning products that meet the College's specifications in all details and are free of defects in materials and workmanship. The manufacturer's standard warranty will apply unless otherwise specified. All products should be supplied complete, ready to be installed, including all cabling and connectors where applicable. Vendor shall not limit or exclude any implied warranties. Any attempt to do so shall render this Contract void at the option of the College. Vendor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the solicitation and to the sample(s) furnished by Vendor, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

29. **WARRANTY WORK AND DEFECTIVE WORKMANSHIP:** The Vendor is ultimately responsible for and must assure the College that any warranty service shall be performed to the satisfaction of the College, regardless of whether the Vendor or its agent performs the warranty work. If there is a question of whether it is the responsibility of the Vendor or the manufacturer to repair a given defect, then it shall automatically become the Vendor's responsibility to see that the repair(s) is made to the satisfaction of the College. If defective workmanship and/or materials is found after acceptance and payment has been made, the Vendor shall replace or repair the defective component(s), as required by the College, at Vendor's own cost, within a reasonable amount of time (normally 10 business days), and at no extra cost to the College. Upon refusal of the Vendor to make satisfactory and timely adjustment(s), the College reserves the right to claim and recover from the Vendor, for costs incurred to correct the error or make good the defect in material or workmanship.

30. **INSURANCE REQUIREMENTS:** (if applicable):

a. Certificates of Insurance. Certificates of insurance showing the solicitation number for each of the below listed policies, with insurance companies acceptable to the College, shall be delivered to CBC with Vendor's solicitation response. Copies of required Waiver of Subrogation, Additional Insured and Cancellation endorsements must be attached to the Certificate of Insurance. If at any time during the Contract Terms the Certificate of Insurance lapses, the Contractor shall provide to the College an updated certificate.

b. Proof of Insurance. For the duration of this Contract, the Contractor shall provide proof and maintain the following insurance coverage applicable to liability which could be incurred in conjunction with the solicited project:

i. Workers' Compensation as required by the Texas Workers' Compensation Act, including Employers Liability insurance with limits of \$1,000,000.

ii. Comprehensive General Liability providing Products, Completed Operations, Independent Contractors and Contractual Liability coverage with Aggregate, Occurrence and Personal Injury Limits of \$1,000,000.

iii. Comprehensive Automobile Liability Insurance to cover all vehicles owned by, hired by, or used on behalf of the Contractor, with combined single limit of \$1,000,000 and a Medical Payment limit of \$5,000.

c. Waiver of Subrogation Endorsement. Waiver of Subrogation Endorsement in favor of the College shall be a part of each policy for coverage listed. The College will allow deductible policies. The Contractor shall pay the deductible amount. Such coverage shall remain in effect during the full term of service. Required insurance coverage is specified in the Solicitation.

d. Additional Insured Endorsement. Additional Insured Endorsements naming the College shall be a part of each policy for each coverage listed, except for Workers' Compensation.

e. Notice of Cancellation. If the Certificate of Insurance does not include such notice, a Cancellation, Non-Renewal or Material Change endorsement providing 60 days notice to the College must be provided.



31. **RECORDS RETENTION AND AUDIT:** Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to CBC under this Contract, and agrees that such records shall be subject to audit by CBC or an authorized investigating agency. These records and accounts shall be retained by Vendor and made available for audit by CBC for a period of not less than three (3) years from the date of completion of the services, receipt of the goods, or the date of the receipt by CBC of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed. When federal funds are expended by CBC pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

32. **INDEPENDENT CONTRACTORS:** Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between CBC and Vendor or CBC and any of Vendor's agents, employees, or subcontractors. Vendor agrees that CBC has no responsibility for any conduct or payment of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

33. **GOVERNMENTAL IMMUNITY:** Nothing herein shall be construed as to limit CBC's governmental immunity as established by applicable law.

34. **GENERAL:**

a. *Interpretation* - Vendor agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.

b. *Severability* - In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

c. *Force Majeure* – Neither party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

d. *Waiver*- No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

e. *Payment and Performance Bond* (If applicable)- In compliance with Article 5160, V.A.T.S. and Government Code 2253.021, all contracts in excess of \$25,000 for the construction, alteration or repair of public buildings shall require of the successful Vendor payment bonds in the full amount of the contract. Performance bonds shall be executed when such contracts exceed \$100,000. Such bonding shall be executed by a corporate surety duly authorized to do business in this state and be payable to the College.

## SPECIAL TERMS FOR THIS CONTRACT

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The provisions of this section entitled "**SPECIAL CONDITIONS**" shall govern in the event of any conflict between them and the "**STANDARD CONDITIONS**" of this agreement.

**AWARDS** - The College intends to award this proposal all or none or multiple vendors. Proposal(s) that are deemed most advantageous will be selected for award.

**DISCOUNTS FOR UNSPECIFIED ITEMS** Unspecified items may be ordered on an as-needed basis throughout the period of the contract. Unspecified item purchase awards will be based on the lowest net cost to the College. A price list, catalog or shelf price discount is requested for items not specifically listed in this proposal. The discount offered will be applied to the total per order.

The discounts requested will be a fixed discount percentage off(-) current shelf, catalog, and/or published price list(s) for additional items not specifically listed in this proposal and shall remain in effect throughout the term of the contract. Prices on additional items not listed in the proposal will be calculated by applying the successful vendor's appropriate discount percentage off the current shelf, catalog and/or price list.

One (1) current catalog(s) and/or published price list(s) must be submitted with the proposal response for evaluation.

**PRICING FOR EVALUATION** In order to evaluate the Vendor's proposed discount, it is requested that the "Pricing for Evaluation" form listing a market-basket of common items be completed and submitted with proposal response. These prices shall be the actual cost of the item with the Vendor's proposed discount percentage, and shall include all freight and any other shipping/handling charges, and be FOB destination. The prices listed in this evaluation form must remain firm for 90 days after the proposal award. The prices are not intended to be firm for the term of this contract and may be subject to increase or decrease with proper documentation.

**OPERATIONS MANUALS** - If required, the successful vendor shall prepare and bind (2) copies of all equipment data sheets, all equipment operation instructional manuals, compressive service manuals with wiring and parts schematics, and assembled into an 8-1/2" x 11" binder. This manual shall also include a complete circuit description of all equipment and detailed instructions for operation, service, and programming.

**CUSTOMER SUPPORT** - Vendor shall provide customer support upon request for ninety (90) days after receipt of equipment.

**MATERIAL SAFETY DATA SHEETS (MSDS)** - The Federal Government requires that the College obtain current and accurate Material Safety Data Sheets for each product which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. The successful vendor must furnish these sheets on all items with the initial delivery of each item to the warehouse and/or campus location.

**PRICES** - All prices are to include delivery charges and are to be F.O.B. Destination. Upon mutual agreement, proposal prices can be extended beyond the firm price offer date. For any job, the vendor shall take into effect that the base proposals shall include all labor, materials, tools, equipment, engineering, transportation, insurance, permits, bonds, insurance, supervision, including all incidentals necessary for the performance of this project and delivery charges.

**CHANGE IN VENDOR REPRESENTATIVES** - The College reserves the right to require a change in vendor representative if the assigned representative is not meeting the needs of any participating entity.

**EVALUATION PROCESS** - All responses will be reviewed for compliance with the mandatory requirements stated within the RFCSP. Proposals deemed non-responsive will be eliminated from further consideration. The Evaluating Department may contact the vendor for clarification of the response. Responsive proposals will be evaluated on the factors that have been assigned a point value. The responsible vendor(s) with the highest scores will be selected as finalist(s) based upon the proposals submitted. The responsible vendor, whose proposal is most advantageous, taking into consideration the evaluation factors, will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. This procurement is expected to result in an all or none award.

**PROPOSAL EVALUATION** - An Evaluation Committee will perform the evaluation of proposals.

**BEST VALUE:** When a purchase or lease is based on the best available offer and is in the College's best interest. The best value can be based on, but not limited to: installation/ hardware costs; overall life cycle cost of the equipment; the estimated cost/increase of employee training; employee productivity; and software and maintenance costs.

**VENDOR QUALIFICATIONS** - The Evaluation Committee may make such investigations as necessary to determine the ability of the vendor to adhere to the requirements specified within the RFCSP. The Evaluation Committee will reject the proposal of any vendor who is deemed not to be a responsible vendor or fails to submit a responsive offer as defined.

**SELECTION OF FINALISTS** - The Evaluation Committee will select finalists. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations will be determined at this time (if deemed necessary).

**CLARIFICATION FROM FINALISTS** - Finalists may be asked to submit written clarification to their proposal responses (if deemed necessary by the Evaluation Committee).

**SERVING SUBCONTRACTORS** - The College recognizes the fact that the potential vendors have different business models for the delivery of support services. Whereas one potential vendor may provide support services through a wholly owned subsidiary, another may provide support services through a local business partner, certified education partner or qualified organization herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of servicing subcontractors for the performance of technical support services installation, training, warranty or maintenance services in accordance with the terms and conditions of the contract. However, the vendor shall remain solely responsible for the performance of this agreement. Servicing subcontractors may not directly accept purchase orders or payments for products or services under the terms and conditions of the contract. If subcontractors are to be used, the name of the authorized subcontractor(s) shall be identified in the proposal response and any subsequent projects related to this contract.

**PRICING  
AUTOMOTIVE SUPPLIES & EQUIPMENT**

<b>PART</b>	<b>MANUFACTURER/BRAND</b>	<b>PRICE</b>
140A muscle MIG Welder		
Pneumatic fan clutch wrenches		
Battery charger plus		
Plasma Arc cutting machine - 25A		
Fender Cover		
Neoprene fender cover-ODGRN		
26X36 Nonslip fender cover		
Standard creeper red		
Creeper seat red		
Tight access creeper		
Under the dash creeper		
Top side work platform		
Engine stand		
Tool kit		
Tool kit with TRQ DR		
Auto dark w/GRND WLD HELM		
Heavy-duty creeper red		
Diag thermal imager elite		
Apollo W/Pre-activated euro		
Apollo live 24MO FTA W/EXWRCON		
Venom Kit W/Coil Set		
Battery charger plus		
DTAC Elite battery sys tester		
GEN SET 1		
Shop Kit		
18Volt Cordless Kit		
14.4 Volt Kit		
Power Tool Kit		
BALLJTKIT		
3PC STR SCRA SET		
6PC RED MIN FILE SET		
8PC TAP SKT SET		
48PC MSTR RTHR TAP/DIE SET		
76PC COM TAP/DIE SET		
25PC MET TAP/DIE SET		
25PC US TAP/DIE SET		
PULLER		
PLLY PLLR SET		
PULLER SET BOLT GRIP		

14PC LITE DUTY SLD HMR PLR SET		
8 3/16 IN PLIER WR		
12 5/8IN PLIER WR		
17IN PLIER WR		
21 1/2IN PLIER WR		
PLIER WRENCH		
3PC DEAD/BLW SFT/ GR HM SET		
DEAD/BLW/16 OZ BPEEN SFT/GR HM		
DEAD/BLW/40 OZ BPEEN SFT/GR HM		
HD 4LB CR/PEEN FBRGL HM		
22PC PNCH/CHSL SET		
10PC R/HND EXT SET		
10PC L/HND EXT SET		
35PC MSTR EXT SET		
EXT SET		
STUD REMOVER ASSEMBL		
STUD PULLER		
EXTR SET 64785		
TWIST SOCKET SET		
TWIST SOCKET SET		
4PC PNCH SET		
8PC ROLL PIN PNCH SET		
6PC LNG PIN PNCH SET		
3PC BRNZ PNCH SET		
6PC COM DR ADP SET		
3/8DR 80T XLNG S/G FLX RAT RED		
3/8D 7PC MM 6PT SHL IM SWV SET		
3/8DR 5PC SAE6PT SHL IM SW SET		
3/8DR 7PC T/SQ BIT SKTSET		
7PC STD HX MET DR SET(6-19MM)		
7PC STD HX DR SET(5/16"-3/4")		
1/2DR 6PT 19MM THN XDP IMP SKT		
1/2DR 6PT 21MM THN XDP IMP SKT		
1/2DR 6PT 22MM THN XDP IMP SKT		
8PC COMBO CAB S/GR SD SET		
9PC TORX INS S/GR SET		

9PC H/GR SD SET (3/16IN-1/2IN)		
9PC MET H/GR SD SET (5MM-13MM)		
LONG MINI PICK SET		
4PC HOOK/ASL SET		
4PC REM TL SET		
1/2DR 80T STD RAT		
1/2DR 80T LNG S/G LCK RAT		
5PC 1/2DR EXT SET(2IN-11IN)		
1/2DR 13PC 6PT SHL MM SKTSET		
1/2DR 13PC 6PT SHL SKTSET		
25PC 6PT DP IMP SKTSET		
1/2DR 20PC 6PT DP IMP SKTSET		
1/2D 7PC SAE 6PT SHL IM SW SET		
1/2D 7PC SAE 6PT SHL IM SWV SET		
4PC PRYBR SET(6IN-20IN)		
12PC SNAP RING PLIERS SET		
CUTTER		
2PC 16IN PLIER SET		
29PC BIT SET		
MASTER PLUS DISCONNECT		
OXYGEN SENSOR WRENCH SET		
5PC LOW PRFILE JIFY TITE DISC		
LINE CLAMP AND STOPPER SET		
22MM SENSOR SKT 1/2IN DR		
30MM SENSOR SKT 1/2IN DR		
13MM SENSOR SKT 3/8IN DR		
3/8IN DRIVE 14MM SENSOR SOCKET		
17 MM SENSOR SKT 3/8IN DR		
CHRYSLER/FLAT OIL TEMP SNSR SKT		
ADVANCED COOL SYS PRESS TESTER		
GAS/DIESEL COMBUSTION LEAK CK		
14IN SWIVL JAW HOSE CLAMP PLRS		
9-1/4IN SWVL JAW HSE CLMP PLRS		
RATCHETING HOSE CLAMP PLIERS		
6PC RADIATORHOSE PICK SET		

58MM-110MM SPIDER FWAP FW		
HD END CAP FILTER WR SET 14PC		
6PC FUNNEL SET		
STRETCHFIT BELT KIT		
GREASE FIT CLN TOOL		
MAN BRNG PCKR		
OIL FILTERS PLIERS		
OIL FILTER SLIP JOINT PLIERS		
STRAP WRENCH		
TOYOTA OFT KIT BMC		
3/8 DR 1-1/16 IN PRES SENS SKT ADAPTOR		
SVS WRNCH W-FOAM K020		
SVS WRNCH W-FOAM		
6-9 MM FOAM		
5/16 ¼ FOAM		
6PC SET-6PT DBL/END FLRNT WR		
5PC SET-6PT DBL/END FLRNT WR		
5PC F/DR+STD MET COMWRSET		
4PC 12PT F/DR+COMWRSET		
3PC MM RATCHET WR SET		
4PC SAE RATCHET WR SET		
9PC 6PT MIDG COMWRSET		
7PC 6PT MIDG MET COMWRSET		
9PC 12PT SHRT COMWRSET		
10PC 12PT SHRT COMWRSET		
TORQ WR ½ ELEC HI VIS 300FT		
TECHANGLE SNAP-ON, 5-125 FT LB		
TORQ WR ½ MECH 40-250FT		
TORQ WR ¼ IN ELEC		
WC 54IN W TTNM TRIM		
2BK RC 54IN TTNM SST		
FUEL INJCT PRESS GAGE SET		
AUTOMOTIVE COMPRESSION SET		
CYLINDER LEAKAGE TESTER		
TRANNY AND ENGINE PRESSURE SET		
ENGINE OIL PRESSURE SET		
TEST LEAD KIT DELUXE MODULAR		



DIG VIDSCOPE W/5.5 DUAL IMGR		
12 VDC LCD CIRCUIT TESTER		
MULTI-PROBE ULTRA		
ADVANCED DIGITAL MULTIMETER		
10PC TERMINAL TOOL SET		
18V ½ LI IMPACT WRENCH		
18V HAMMER DRILL BODY ONLY		
18V LI-ION RECIP SAW PWR UNIT		
3/8 IN 18V COMPACT IMPACT TOOL		
18V LI-ION GREASE GUN DB ONLY		
14.4V 2.5 AH LI IMP WR KIT		
3/8 14.4V HI-OUTPUT RAT DB		
14.4V 2.5 AH LI SCR DR		
1/4IN 14.4V RATCHET TOOL		
14.4 VOLT LITHIUM TOOL		
RGT ANGL SCRWGUN/DRIL TL ONLY		
14.4V LI PLISH/PREP TOOL		
7IN POLISHET VERIABLE SPD 120V		
ELECTRIC ENGRAVER W/CARBIDETIP		
3/8" IMPACT WRENCH		
1/2IN AIR IMPACT WRENCH		
½' LONG ANVIL IMPACT WRENCH		
3/8IN CMOST SLEEVE AIR RATCHET		
1/4IN DR SOFT GRIP RATCHET		
AIR HAMMER W/QC CHUCK		
DIE GRINDERS AND BURR BOGO		
HD 3IN CUT-OFF TOOL		
MANDREL MAGNA CUTTER		
SGL 2IN ROLOC DISC PAD ASSEMBLY		
SGL 3IN ROLOC PAD		
MASTER BIT SET		

18V 1/2IN IMPACT WRENCH		
18V HAMMER DRILL BODY ONLY		
18V LI-LION RECIP SAW PWE UNIT		
3/8IN 18V COMPACT IMPACT TOOL		
18V LI-ION GREASE GUN DB ONLY		

## BUSINESS REFERENCES

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Proposer is to submit three (3) references that have contracted with the Proposer's company to provide like products and/or services. It is recommended that the Proposer show school districts or other local government organizations equal to CBC in size and structure, if possible. To expedite the evaluation process, e-mail is the preferred method of contact. Note: Failure to supply complete reference information may be grounds for proposal disqualification. Final evaluation results will be determined based on the information provided by the references and will be in the best interest of the College.

1. Business Name:

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Contact:

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Phone:

Email:

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Description of Project or Work:

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2. Business Name:

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Contact:

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Phone:

Email:

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Description of Project or Work:

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3. Business Name:

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Contact:

---

Phone:

Email:

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Description of Project or Work:

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# Memorandum

**Date:** [REDACTED]  
**To:** Coastal Bend College Vendor  
**From:** [REDACTED]  
[REDACTED]  
**Re:** New Vendor Packet

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All new vendors doing business with **Coastal Bend College** (CBC) must complete and submit a New Vendor Packet that consists of the following documents:

1. Vendor Information Form
2. Conflict of Interest Form
3. Certificate of Interested Parties Form 1295 ( <https://www.ethics.state.tx.us/filinginfo/1295/> )
4. W-9 Form
5. Proposer/Vendor Certification Forms
6. Felony Conviction Notice Form
7. Antitrust Certification Statement
8. Confidentiality Declaration Form

Please note that when completing the Conflict of Interest Questionnaire and no conflict exists, CBC still needs the vendors to complete Box 1, type "N/A" on Box 3, sign and date it.

The completed vendor packet must be hand delivered, mailed or e-mailed to Procurement Specialist. If a CBC representative requested that you submit this vendor packet, please include the name of the individual on your fax or email. Upon receipt, you and/or your company will be set up as a vendor with Coastal Bend College.

*Coastal Bend College*  
3800 Charco Road \* Beeville, Texas 78102 \* Tel: 866.722.2838 \* [www.costalbend.edu](http://www.costalbend.edu)

**Coastal Bend College  
Vendor Information Form**

Trade Name (dba): \_\_\_\_\_

Legal Name (if different): \_\_\_\_\_

Website: \_\_\_\_\_

Primary Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Remittance Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Goods or services provided by your company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Type (Check One):

- Retailer  
 Wholesaler  
 Manufacturer

- Distributer  
 Contractor  
 Consultant

- Service Provider  
 Manufacturer Agent  
 Broker

Years in Business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

HUB Certification  Yes  No (If yes, include copy of the HUB certificate)

Company Name that will be shown on your email for payment:

\_\_\_\_\_

Email address where purchase orders are to be sent:

\_\_\_\_\_

## **CBC CONFLICT OF INTEREST DISCLOSURE STATEMENT**

Coastal Bend College (CBC) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with CBC or who seeks to do business with CBC must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of CBC or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of CBC, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of CBC.

**“Vendor”** means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7)*.

**“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. *Texas Local Government Code 176.001(3)*.

**“Family relationship”** means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a)*.

**“Local government officer”** means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4)*.

• ***CBC Board of Trustees and College President include:***

Dr. Justin Hoggard, <i>College President</i>	Delga Cagle Castillo
Jeff Massengill, <i>Vice Chair</i>	William Whitworth
Carroll W. Lohse, <i>Chair</i>	Taylor Tomlin
Victor Gomez, <i>Secretary</i>	Martha Warner

• ***Current local government officers include, but are not limited to:***

Dr. Justin Hoggard, *President*  
Olga Mendez, *Chief Financial Officer*  
Zachary Suarez, *Executive Dean, Student Services*  
Jacinto Colmenero, *Facilities Director*  
Amador Ramirez, *Director, Information Technology*

**If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it. In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.**

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p><b>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.</b></p> <p style="text-align: center;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="text-align: center;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>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.</b></p>	
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p><b>7</b></p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>	

**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.



## **CBC CERTIFICATE OF INTERESTED PARTIES – FORM 1295**

CBC is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits CBC from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to CBC at the time business entity submits the signed contract. Effective January 1, 2018, the Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

- (1) **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).
- (2) **“Interested Party”** means a person:
  - a) who has a controlling interest in a business entity with whom CBC contracts; or
  - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).
- (3) **“Controlling interest”** means:
  - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
  - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. *Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.* TEX. ETHICS COMM. RULE 46.3(c).
- (4) **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
  - a) receives compensation from the business entity for the person’s participation;
  - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

### **As a “business entity,” all vendors must:**

- (1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
  - **All vendors must complete Form 1295, even if no interested parties exist**
  - In Section 2, insert “Costal Bend College”
  - In Section 3, insert the CBC RFP # for this proposal
- (2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in the “Office Use Only” box)
- (3) have an authorized agent of the business entity **sign the form**
- (4) **submit** the completed Form 1295 by **attaching the form to your proposal in the Response Attachment Section.** CBC must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after receipt by CBC. After CBC acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from CBC.

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://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 <b>one</b> of the following seven boxes.
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> 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 <b>not</b> 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.

	<b>Social security number</b>								
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-	-								
	<b>or</b>								
	<b>Employer identification number</b>								
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**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.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
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### General Instructions

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

**Future developments.** 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](http://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.*

**COASTAL BEND COLLEGE  
PROPOSER/VENDOR CERTIFICATION FORMS**

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**CERTIFICATION REGARDING TERRORIST ORGANIZATIONS &  
BOYCOTTING OF ISRAEL**

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Vendor hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the “Vendor Companies”), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

[redacted] Initials of Authorized Representative of Vendor

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**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS  
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

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**The following provisions are required and apply when federal funds are expended by CBC for any contract resulting from this procurement process.**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when federal funds are expended by CBC, CBC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? **YES** [redacted] Initials of Authorized Representative of vendor

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when federal funds are expended by CBC, CBC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. CBC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if CBC believes, in its sole discretion that it is in the best interest of CBC to do so. The vendor will be compensated for work performed and accepted and goods accepted by CBC as of the termination date if the contract is terminated for convenience of CBC. Any award under this procurement process is not exclusive and CBC reserves the right to purchase goods and services from other vendors when it is in the best interest of CBC.

Does vendor agree? **YES** Initials of Authorized Representative of vendor

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”**

Pursuant to Federal Rule (C) above, when federal funds are expended by CBC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above? **YES** Initials of Authorized Representative of vendor

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when federal funds are expended by CBC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? **YES** Initials of Authorized Representative of vendor

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not**

**apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Federal Rule (E) above, when federal funds are expended by CBC, the vendor certifies that during the term of an award for all contracts by CBC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? **YES** Initials of Authorized Representative of vendor

**(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.**

Pursuant to Federal Rule (F) above, when federal funds are expended by CBC, the vendor certifies that during the term of an award for all contracts by CBC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? **YES** Initials of Authorized Representative of vendor

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (G) above, when federal funds are expended by CBC, the vendor certifies that during the term of an award for all contracts by CBC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? **YES** Initials of Authorized Representative of vendor

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by CBC, the vendor certifies that during the term of an award for all contracts by CBC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to CBC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by

reason of changed circumstances. CBC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless CBC knows the certification is erroneous.

Does vendor agree? **YES** Initials of Authorized Representative of vendor

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by CBC, the vendor certifies that during the term and after the awarded term of an award for all contracts by CBC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Does vendor agree? **YES** Initials of Authorized Representative of vendor

**(J) Procurement of Recovered Materials – When federal funds are expended by CBC, CBC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for**

**procurement of recovered materials identified in the EPA guidelines.**

Pursuant to Federal Rule (J) above, when federal funds are expended CBC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? **YES** Initials of Authorized Representative of vendor

**(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321** – When federal funds are expended by CBC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor agree? **YES** Initials of Authorized Representative of vendor

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –  
2 CFR § 200.333**

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When federal funds are expended by CBC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? **YES** Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS  
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND  
CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

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When federal funds are expended by CBC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? **YES** Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When federal funds are expended by CBC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? **YES** Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? **YES** Initials of Authorized Representative of vendor

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? **YES** Initials of Authorized Representative of vendor

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**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Vendor's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_



**COASTAL BEND COLLEGE**  
**FELONY CONVICTION NOTICE FORM**

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person 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”.

Subsection (b) states “a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

Subsection (c) states “this section does not apply to a publicly held corporation”.

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 information furnished is true to the best of my knowledge.

Contractor’s Name/Company Name: \_\_\_\_\_

Authorized Official’s Name (Printed or Typed): \_\_\_\_\_

**You must select one and sign below:**

- Firm is a publicly held corporation; therefore the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).
- Contractor/Firm **is not** owned nor operated by anyone who has been convicted of a felony.
- Contractor/Firm **is** operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s): \_\_\_\_\_ Detail  
of Conviction(s): \_\_\_\_\_

*(Attach additional pages if necessary.)*

Signature of Company Official: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**COASTAL BEND COLLEGE**  
**ANTITRUST CERTIFICATION STATEMENT**  
**(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Contractor's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**CONFIDENTIALITY DECLARATION FORM**

**INFORMATION SUBMITTED TO CBC IN CONNECTION WITH THIS PROCUREMENT SOLICITATION OR THE AGREEMENT IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552**

As a governmental body, CBC is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to CBC in connection with this procurement solicitation or the Agreement may be subject to release as public information. If a Vendor believes that part(s) of its proposal or any other information submitted by Vendor to CBC in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be excepted from disclosure under Texas law, the Vendor must clearly and conspicuously mark the applicable information as “CONFIDENTIAL.”

Marking information as “CONFIDENTIAL” does not guarantee that the information will be withheld from disclosure. If CBC receives a request for public information involving information that Vendor has clearly and conspicuously marked as “CONFIDENTIAL,” CBC will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that CBC provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. CBC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors, and **Vendor hereby waives any claim against and releases from liability CBC, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise created, assembled, maintained, or held by Vendor or CBC and determined by CBC, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act. Further, even if Vendor marks information as “CONFIDENTIAL,” Vendor expressly agrees that CBC may disclose Vendor’s proposal, including, but not limited to, pricing information, to other governmental entities.**

Please check **ONLY ONE** of the following options:

- Declaration of Confidentiality** – Vendor **HAS** clearly and conspicuously marked information contained in its proposal and/or other information submitted by Vendor to CBC in connection with this procurement solicitation or the Agreement as “CONFIDENTIAL.” Vendor declares that the information marked by Vendor as “CONFIDENTIAL” contains confidential, proprietary, and/or trade secret information and is excepted from disclosure under Chapter 552, Texas Government Code.
  
- Waiver of Confidentiality** – Vendor **HAS NOT** marked any information contained in its proposal and/or other information submitted by Vendor to CBC in connection with this procurement solicitation or the Agreement as “CONFIDENTIAL.” Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to CBC and that its proposal and all other information—including any pricing information—submitted by Vendor to CBC in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information—including any pricing information—submitted by Vendor to CBC in connection with this procurement solicitation or the Agreement.

\_\_\_\_\_

Vendor Name

\_\_\_\_\_

Printed Name of Authorized Officer/  
Representative of Vendor

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Coastal Bend College  
3800 Charco Road  
Beeville, TX 78102



Business Office  
Accounts Payable  
Phone: 361-354-2212  
Fax: 361-354-2542

## Direct Deposit Authorization Form

Vendor: \_\_\_\_\_ SSN/EIN: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Telephone: \_\_\_\_\_

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### Bank Information

Name of Bank: \_\_\_\_\_

9-Digit Routing #: \_\_\_\_\_ Account #: \_\_\_\_\_

Type of Account:  Checking  Savings

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### Please attach a voided check or banking information for each bank account you wish to use

I hereby authorize the Coastal Bend College Business Office to provide for direct deposit of any funds due me, less any mandatory or authorized withholding or deductions therefrom, in the above designated account.

If at any time the amount of funds so deposited exceeds the amount of funds actually due and payable to me, I hereby authorize Coastal Bend College to either:

- a) Withhold a sum equal to the overpayment from future funds; or
- b) Recover such overpayment from the above-designated account.

**I acknowledge that no attempt to recover the amount of overpaid funds will take place without first attempting to notify me.** If the College is legally obligated to withhold any part of my funds for any reason, or if I no longer meet eligibility requirements for the Direct Deposit program, I understand that Coastal Bend College may terminate my enrollment in the program. If any action taken by me results in non-acceptance of a direct deposit by the designated financial institution, I understand that the College assumes no responsibility for processing a payment until the amount of the non-acceptance deposit is returned to the College by the financial institution

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

July 27, 2020