



## [SSP INDUSTRIES, LP] RESPONSE DOCUMENT REPORT

Bid No. 24-35

[Airport Pump Station Update](#)

RESPONSE DEADLINE: May 2, 2024 at 2:00 pm

Report Generated: Friday, May 3, 2024

### SSP Industries, LP Response

#### CONTACT INFORMATION

**Company:**

SSP Industries, LP

**Email:**

[jpotts@ssp-ind.com](mailto:jpotts@ssp-ind.com)

**Contact:**

Jared Potts

**Address:**

2749 Chaparral Rd.  
Killeen, TX 76542

**Phone:**

(254) 699-2115

**Website:**

[www.ssp-ind.com](http://www.ssp-ind.com)

**Submission Date:**

May 2, 2024 1:32 PM

## ADDENDA CONFIRMATION

Addendum #1  
*Confirmed Apr 29, 2024 7:13 AM by Jared Potts*

## QUESTIONNAIRE

### 1. Conflict of Interest Questionnaire (Form CIQ)\*

Please download the below documents, complete, and upload.

- [Conflict of Interest Questi...](#)

Conflict\_of\_Interest\_Questionnaire\_-\_SSP\_Completed\_05.02.24.pdf

### 2. References\*

Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

Please download the below documents, complete, and upload.

- [References.pdf](#)

Airport\_Pump\_Station\_Update\_-\_References\_.scan..pdf

### 3. Certificate of Interested Parties (Form 1295)\*

If awarded, vendor must submit the Certificate of Interested Parties Form 1295 online.

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and provide the City with a certified copy prior to Council approval of the award.

Please confirm that you shall file the Certificate of Interested Parties (Form 1295) if awarded the contract.

Confirmed

**4. Acknowledgement – “Boycott Israel”\***

By submitting this proposal the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Confirmed

**5. Acknowledgement – “Boycott Energy Companies”\***

By submitting this proposal the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Confirmed

**6. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”\***

By submitting this proposal the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a

prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Confirmed

**7. Antitrust Law Certification\***

The vendor hereby certifies that neither the vendor nor the entity represented by the vendor, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Yes

**8. Litigation Disclosure\***

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

No

**9. Has the owner(s) of the company been convicted of a crime within the past 10 years?\***

No

**10. Has the company been in bankruptcy, reorganization, or receivership in the last 5 years?\***

No

**11. Has the company provided continuous services as requested in this solicitation and operated in this capacity for two (2) years without interruption? \***

Yes

**12. Has the company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts?\***

No

**13. Does any City of Killeen employee or official have any financial or other interest in your company?\***

No

**14. Can service be accomplished as specified in the specifications?\***

Yes

**15. When can service commence after award (number of days)?\***

15

**16. Point of contact to resolve issues (delivery or invoice):\***

Please provide the name, title, address, email, and phone number of contact.

Melissa Miller

AR

[mmiller@ssp-ind.com](mailto:mmiller@ssp-ind.com)

(254) 599-2115 ex. 206

**17. Cooperative Governmental Purchasing Notice\***

Other governmental entities maintain interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes

### **18. Copyrighted Material\***

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

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

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

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

### **19. If your proposal contains confidential information identify where it is located.**

Where in your proposal is the confidential information? Please be specific.

N/A

**20. Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)?\***

Answer YES or

If your answer is NO, then please describe the differences here.

YES

**21. Indicate the company's first year of business operation:\***

1983

**22. Insurance Broker Information\***

Please provide your Insurance Broker's Name, contact name, phone number, fax number, and email address.

BK CW

Cindy McFall

(254) 599-7100 -phone

(254) 699-6680 -fax

[c.mcfall@bkcw.com](mailto:c.mcfall@bkcw.com)

**23. Are there claims that are pending against this insurance policy?\***

Answer No or

If yes, please describe:

NO

**24. List the most recent sales that you have with other public agencies, if any, and/or other customers (up to five) regarding a said materials / project:\***

1. City of Killeen: Chaparral Pump Station

## 25. Emergency Business Service Contact Notice\*

During a natural disaster, or homeland security event, there may be a need for the City of Killeen to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to [lluciano@killeentexas.gov](mailto:lluciano@killeentexas.gov)

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms, and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Killeen procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

Please download the below documents, complete, and upload.

- [Emergency Business Service ...](#)

Emergency\_Business\_Service\_Contract\_Notice\_.scan.pdf

## 26. Proposal Documents\*

Please Upload your COMPLETE Proposal here.

Airport\_Pump\_Station\_Update\_-\_24-35\_SSP\_Bid\_Proposal\_05.02.2024\_2pm.pdf



# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

N/A

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

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

N/A

\_\_\_\_\_  
Name of Officer

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

N/A

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

N/A

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

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

## REFERENCES

Please provide three references:

### Reference No. 1

Company Name American Water MSG  
Address 49002 Sante Fe Avenue  
Fort Cavazos, TX 76544  
Type of Business Water & sewer district  
Contact Person Chad Reynolds  
Email Address chad.reynolds@amwater.com  
Telephone and Fax #'s (254) 383-2605  
Date and Type of Service(s) Provided (2008-present) various plat work, storm, commercial plumbing and water & sewer projects

### Reference No. 2

Company Name MW Builders  
Address 3712 Helios Way  
Pflugerville, TX 78660  
Type of Business Construction Company  
Contact Person Thomas Elliot  
Email Address telliot@mwbuilders.com  
Telephone and Fax #'s (512) 937-6713  
Date and Type of Service(s) Provided (2015-present) various storm, commercial plumbing and water & sewer projects

### Reference No. 3

Company Name Cloud Construction Co Inc  
Address 1313 Industrial Blvd.  
Temple, TX 76504  
Type of Business Construction Company  
Contact Person Perry Cloud  
Email Address ptcloud@cloudconstruction.com  
Telephone and Fax #'s (254) 760-6421  
Date and Type of Service(s) Provided (2010-present) various storm, commercial plumbing and water & sewer projects

## Emergency Business Service Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Killeen to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to [lluciano@killeentexas.gov](mailto:lluciano@killeentexas.gov)

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms, and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Killeen procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hour's emergency opening of the business listed below.

Business Name: SSP Industries, LP

Contract #: 24-35

Description: Airport Pump Station Update

Primary Contact (Name): Ron Fournier

Primary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: (254) 535-0180

Secondary Contact (Name): Nate Brooks

Secondary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: (254) 548-2165

After Hours emergency opening fee, if applicable: \$ N/A



**Airport Pump Station Update**

**Bid #24-35**

**Response Deadline: May 2, 2024 @ 2:00pm**

**Bid Submission by:**

SSP Industries, LP  
2749 Chaparral Rd.  
Killeen, Texas 76549

**Care Of:**

City of Killeen  
Attn: Purchasing Division  
802 N 2<sup>nd</sup> Street,  
Bldg. E, 2<sup>nd</sup> Floor  
Killeen, Texas 76541

## **BID PROPOSAL**

The undersigned, as Bidder, declares that the only person or parties interested in this Bid proposal ("Bid") as principals are those named herein, that this Bid is made without collusion with any other person, firms, or corporation, that he has carefully examined the form of contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed and according to the requirements of the Engineer as herein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids. Payments for such items will be made on the basis of the actual quantity incorporated in the Work.

It is further agreed that the quantities of work to be done at unit prices and material to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the Work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the Specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that the work is to be completed in full within the time shown in the Instruction to Bidders.

Accompanying this Bid is a Cashier's Check or Bid Bond in the amount of \_\_\_\_\_

\_\_\_\_\_  
Bid Bond 5% of the total amount bid \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_  
\_\_\_\_\_), which is a minimum of five (5%) percent of the total amount of the Base Bid.

The bid security accompanying this Bid shall be returned to the Bidder, unless, in case of the acceptance of the Bid the Bidder shall fail to execute a Contract and file a Performance and Payment Bond within ten (10) days after its acceptance, in which case the Bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Bidder. It is understood that the OWNER reserves the right to reject any and all Bids received.

### Base Bid

Item No	QTY	Unit	Description	Unit Price	Total Cost
<b>Base Bid Schedule No. 1</b>					
1.01	1	LS	100,000-Gallon Ground Storage tank, not including site work, yard piping or electrical, as drawn and specified, lump sum	\$455,202.00	\$455,202.00 -
1.02	1	LS	All site work, including yard piping and appurtenances up to but not including tank foundation, as drawn and specified, lump sum	\$566,644.00	\$566,643.00 -
1.03	1	LS	All electrical work, inside and outside tank, as drawn and specified, lump sum	\$128,465.00	\$128,465.00 -
1.04	420	LF	Trench Safety, as specified	\$9.60	\$4,032.00 -
1.05	1	LS	Mobilization, Bonds and Insurance (5% of Contract Value Muaximum)	\$60,755.00	\$60,755.00 -
<b>TOTAL BID PRICE</b>					<b>\$1,215,097.00 -</b>

In the event of award of a contract to the undersigned, the undersigned will appear before the authorized representative of the Owner and furnish Performance and Payment bonds for the full amount of the Contract, with the sureties offered by: Ballew Surety Agency and The Hanover Insurance Company

To secure proper compliance with the terms and provisions of the Contract to insure and guarantee the work until final completion and acceptance and to guarantee payment of all claims for labor performed and material furnished in fulfillment of the Contract.

The work proposed to be done shall be accepted when fully completed and finished in accordance with Airport Pump Station Update Plan Sheets and Specifications, to the satisfaction of the Engineer.

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated 04/26/2024 Received SSP Industries, LP  
 Addendum No. 2 dated \_\_\_\_\_ Received \_\_\_\_\_  
 Addendum No. 3 dated \_\_\_\_\_ Received \_\_\_\_\_

This is a Bid of: SSP Industries, LP Corporation, organized and existing under the laws of the State of Texas, or; a Partnership consisting of 3 Partners, or; and Individual, doing business as \_\_\_\_\_.

By: \_\_\_\_\_

Seal, if a Corporation

\_\_\_\_\_  
C.O.O.

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PO Box 690159 Killeen, Texas 76549

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
2749 Chaparral Road

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
Killeen, Texas 76542

\_\_\_\_\_  
CITY AND STATE

\_\_\_\_\_  
(254) 699-2115

\_\_\_\_\_  
TELEPHONE NUMBER



**THIS PAGE INTENTIONALLY LEFT BLANK**

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
SSP Industries, LP  
as Principal, and firmly bound unto City of Killeen  
as owner in the sum of  
\$ five percent (5%) of the total amount bid by Principal as the proper measure of liquidated damages for the  
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,  
executors, administrators, successors and assigns.

Signed this 2nd day of May, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to The City  
of Killeen a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing,  
for the **Airport Pump Station Update**  
Now, Therefore,

- (a) If said Bid shall be rejected, or in the alternate,  
(b) If said Bid shall be accepted and the Principal shall be accepted and the Principal  
shall execute and deliver a contract in the Form of contract attached hereto (Properly completed in  
accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for  
the payment of all persons performing labor or furnishing materials in connection therewith, and shall in  
all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly  
understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the  
face amount of this bond and forfeited as a proper measure of liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety  
and its bond shall be in no way impaired or affected by any extension of time within which the Owner  
may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals,  
and such of them as are corporations have caused their corporate seals to be hereto affixed and these  
presents to be signed by their proper officers, the day and year set forth above.

SSP Industries, LP (L.S.)

Principal



The Hanover Insurance Company

Surety

By:



Brad Ballew, Attorney-in-Fact

SEAL

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**David S. Ballew and Brad Ballew**

of **Ballew Surety Agency Inc., of Austin, TX** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Thirty-Five Million and No/100 (\$35,000,000) in any single instance**

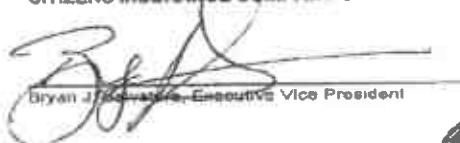
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company, Adopted April 14, 1982 – Massachusetts Bay Insurance Company, Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

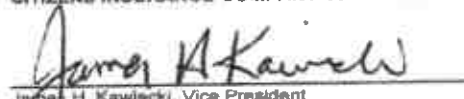
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 26<sup>th</sup> day of February, 2020.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
Bryan J. Kowalski, Executive Vice President

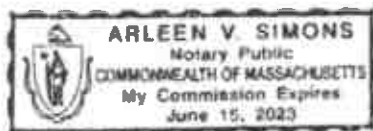


THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 26<sup>th</sup> day of February, 2020 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



  
Arleen V. Simons, Notary Public  
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 2<sup>nd</sup> day of May 2024.

CERTIFIED COPY

  
Theodore G. Martinez, Vice President

## Texas Complaint Notice

Commercial Lines

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/  
Citizens Insurance Company of America's toll-free  
telephone number for information or to make a  
complaint at:

1-800-343-6044

You may also write to The Hanover Insurance Company/  
Citizens Insurance Company of America at:

440 Lincoln Street  
Worcester, MA 01653

You may contact the Texas Department of Insurance  
to obtain information on companies, coverages,  
rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium  
or about a claim you should contact the agent or the  
company first. If the dispute is not resolved, you may  
contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This  
notice is for information only and does not become  
a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de  
The Hanover Insurance Company/Citizens Insurance  
Company of America's para informacion o para  
someter una queja al:

1-800-343-6044

Usted tambien puede escribir a The Hanover Insurance  
Company/Citizens Insurance Company of America al:

440 Lincoln Street  
Worcester, MA 01653

Puede comunicarse con el Departamento de Seguros  
de Texas para obtener informacion acerca de  
compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un  
reclamo, debe comunicarse con el agente o la com-  
pañia primero. Si no se resuelve la disputa, puede  
entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo  
para proposito de informacion y no se convierte en  
parte o condicion del documento adjunto.

## NON-COLLUSION AFFIDAVIT

STATE OF Texas §

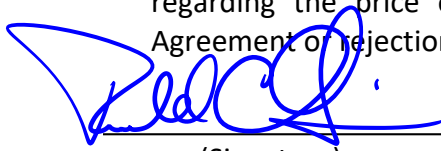
COUNTY OF Bell §

Each of the undersigned, being first duly sworn, deposes and says that:

A. Ronald Fournier is the COO of SSP Industries, LP and N/A is the N/A of N/A, which entity(ies) is/are the N/A of N/A, the entity making the foregoing Proposal.

B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage against the Owner or anyone interested in the proposed agreement; all statements contained in the Proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venturer or agent thereof to effectuate a collusive or sham Proposal.

C. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Agreement or rejection of all Proposals and cancellation of the RFP.

  
(Signature)

Ronald Fournier  
(Name Printed)

COO  
(Title)

N/A  
(Signature)

N/A  
(Name Printed)

N/A  
(Title)


# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b> 4c			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> N/A  <b>Congressional District, if known:</b>		
<b>6. Federal Department/Agency:</b> N/A			<b>7. Federal Program Name/Description:</b> N/A  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b> N/A			<b>9. Award Amount, if known:</b> \$ N/A		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): N/A			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): N/A  		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: <u>Ronald Fournier</u> Title: <u>COO</u> Telephone No.: <u>254-699-2115</u> Date: <u>05/02/2024</u>		
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

N/A

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

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

N/A

Name of Officer

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

N/A

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

N/A

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

7

Signature of vendor doing business with the governmental entity

Date



## STATEMENT OF QUALIFICATIONS

<b>TABLE 1 – GENERAL INFORMATION</b>			
<b>A. COMPANY DATA</b>			
Organization Doing Business:	SSP Industries, LP		
Business Address:	2749 Chaparral Road		
	Killeen, TX 76542		
Telephone Number:	(254) 699-2115		
Fax Number:			
Form of Business:	Corporation	Partnership	Individual
	<b>IF A CORPORATION</b>		
Date of Incorporation:			
State Incorporated:			
President's Name:			
Vice President's Name:			
<b>IF A PARTNERSHIP</b>			
Date of Organization:	06/18/2010		
Type	General	Limited	
<b>IF AN INDIVIDUAL</b>			
Name:			
Business Address:			
<b>IF A JOINT VENTURE</b>			
Name of Manager:			
Name of Firm:			
Name of Individual Companies:			
<b>B. BUSINESS INFORMATION</b>			
Current Number of Full Time Employees:	122	Past Year's Revenues:	\$28,439,457.00
Average Number of Projects Annually:	23	Average Construction Cost of Project:	\$913,456.00
<b>C. DIVISION OF WORK BETWEEN CONTRACTOR AND SUBCONTRACTORS</b>			
1. List work that will be provided by Offeror (Prime Contractor) using its own resources.			
Project management, site supervision, concrete (paving & structural), pipe and appurtenances, demolition, testing, chemical feed installation, erosion control, and re-vegetation.			
2. List work that will be provided by Subcontractors on this project.			
Standpipe storage tank (paint, manufacturing, & erection), electrical control work and SCADA, fencing (permanent & temporary), & steel fabrication.			

Statement of Qualifications

**TABLE 2 – CONSTRUCTION EXPERIENCE**

1. Years of experience on similar drainage and utility projects: 23			
As a General Contractor:	21	Number of Total Projects:	198
2. Number of similar drainage and utility projects completed in the past five (5) years?			5
3. Has this or a predecessor company ever defaulted on a project or failed to complete work award to it?			No
4. Has this or a predecessor company ever been released from a bid or proposal in the past ten (10) years?			No
5. Has this or a predecessor company ever been disqualified as a bidder or offeror on any project within the last five (5) years?			No
6. Is offering company currently involved in any litigation or contemplating any litigation?			No
7. Has this or a predecessor company ever refused to construct or refused to provide materials defined in Contract Documents on a project?			No
8. Are there any liens currently filed against the offeror by either subcontractor or material suppliers on previous projects?			No

**TABLE 3 – PROPOSED KEY PERSONNEL**

<b>PROJECT MANAGER</b>	
Name of Project Manager	Ronald C. Fournier
Years of Experience as PM	34
Number of Similar Projects as PM with this company	100
Number of Similar Projects with other companies (PM)	33
Current Assignments	7
% of time dedicated to this project	50%
<b>Reference Project</b>	
Project Name: Shallowford Lift Station	Reference Name: Jim Billeck
Title: Project Manager	Organization: City of Temple
Telephone Number: 254-298-5620	Email: jbilleck@tetmpletx.gov
<b>PROJECT SUPERINTENDENT</b>	
Name of Superintendent	William Salas / David Hogan / Rey Marin
Years of Experience as Superintendent	17-25
Number of Similar Projects as Super with this company	50+
Number of Similar Project with other companies (Super)	25+
Current Assignments	2-5
% of time dedicated to this project	90%
<b>Reference Project</b>	
Project Name: Shallowford Lift Station	Reference Name: Jim Billeck
Title: Project Manager	Organization: City of Temple
Telephone Number: 254-298-5620	Email: jbilleck@tetmpletx.gov

Statement of Qualifications

**TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS****REFERENCE PROJECT 1****Project Description**

900 LF of 30" force main, 80 LF of 48" gravity sewer, construction of a 38 MDG fully redundant lift station complete with (6) 200 HP submersible pumps on VFD's, (2) 900 kw emergency generators, the CIP wet well was constructed as two separate basins that can be operated independently (for future maintenance purposes), a 940 sf CMU electrical controls building complete with 20-ton HVAC system, basement for electrical cable trays, TPO roofing system with roof beams, 600 LF of perimeter CMU block security fencing 8' high complete with three strand barbed wire and manual 20' wide swing gate with asphalt access roadway.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Temple	Shallowford Lift Station Improvements	\$6,387,109.24	06/31/2019	4.71%

**Owner's Reference Information**

Name	Title	Organization	Telephone	E-Mail
James Billeck	Project Manager	City of Temple	254-298-5620	jbilleck@templetx.gov

**Engineer's Reference Information**

Name	Title	Company	Telephone	E-Mail
Thomas D. Valle	P.E	KPA Engineers	254-760-8498	tvalle@kpaengineers.com

**REFERENCE PROJECT 2****Project Description**

9,200 LF of 8" force main complete with ARVs & FM clean outs, 2,200 LF of 8" gravity sewer, construction of a 12' diameter wet well and a triplex lift station complete with a CMU controls building to house VFDs and SCADA telemetry, standing seam metal roof, with a 1-ton HVAC system, 204 LF of perimeter security fencing complete with three strand barbed wire and (1) 20' sliding gate, (1) 16' swing gate and concrete access.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
American Water MSG	69th ADA UEPH Water & Sewer	\$4,402,372.10	8/2023	2.53%

**Owner's Reference Information**

Name	Title	Organization	Telephone	E-Mail
Stephen Ratcliffe	Project Manager	American Water MSG	713-256-4968	stephen.ratcliffe@amwater.com

**Engineer's Reference Information**

Name	Title	Company	Telephone	E-Mail
Travis Clarke	P.E	Jones-Heroy & Associates	512-573-6975	travis@jones-heroy.com

**REFERENCE PROJECT 3****Project Description**

Provide a skid-mounted 1000 GPM primary fire booster pump house designed to boost the residual pressure in the existing line from 40 PSI to 80 PSI, a pressure maintenance (jockey) pump sized to maintain system pressure, all requisite electrical controls, redistribute site water and sewer services to new building.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
American Water MSG	DLA Complex Water & Sewer	\$749,722.00	6/6/2022	11.25%

**Owner's Reference Information**

Name	Title	Organization	Telephone	E-Mail
Stephen Ratcliffe	Project Manager	American Water MSG	713-256-4968	stephen.ratcliffe@amwater.com

**Engineer's Reference Information**

Name	Title	Company	Telephone	E-Mail
Travis Clarke	P.E	Jones-Heroy & Associates	512-573-6975	travis@jones-heroy.com

Statement of Qualifications

**TABLE 5 – SUBCONTRACTORS AND SUPPLIERS****PROJECT SPECIFIC SUBCONTRACTORS (greater than 10% of work)**

Name	Work to be Provided	% of Contract
Bulldog Steel	Tank manufacture, painting, and erection	34%
T. Morales Company	Electric controls and electrical wiring	11%
Ferguson	Piping, valving and fittings	13%

**Provide a list of major equipment or material suppliers for use on project.**

Supplier Name	Material or Equipment Supplied
Ferguson	Piping, valving and fittings
T. Morales Company	Electrical wiring & appurtenances
Bulldog Steel	Tank manufacture, painting, and erection

Statement of Qualifications

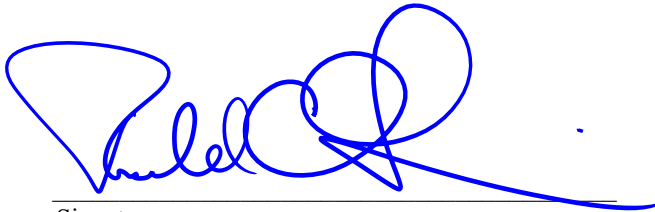
**AFFIDAVIT**

State Texas

County of Bell

Ronald C. Fournier, being duly sworn deposes and attests that he/she is  
(name)  
C.O.O and is a duly authorized representative of the Offeror  
(title)

submitting the foregoing Statement of Qualifications and related information, that he/she has read such documents, that he/she is authorized to submit such information on behalf of the Offeror, and that such documents are true and correct and contain no factual errors or material misrepresentations.

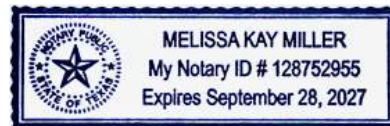


Signature

Signed and sworn to me before this 2nd day of May, 20 24.



Notary Public



My Commission expires: September 28, 2027

Statement of Qualifications

# Litigation Summary

Summary of current or past project-necessitated litigation pursued by, or brought against, your firm in the previous five (5) years:

None

**CERTIFICATION OF CONTRACTOR  
REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by an Federal department or agency;
  - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**SSP Industries, LP**

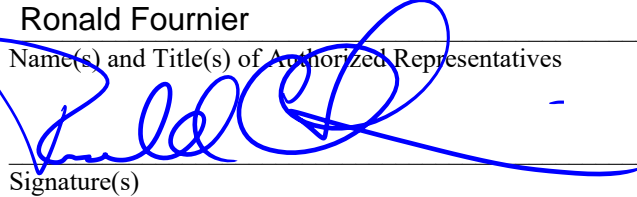
Organization Name

**Airport Pump Station Update**

Project Number and Name

**Ronald Fournier**

Name(s) and Title(s) of Authorized Representatives



Signature(s)

**05/02/2024**

Date

**PROJECT: 100,000 Gallon Ground Stand Pipe**

### **Instructions for Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

- 1) By signing and submitting this form, the prospective primary participant is providing the certification set out on the corresponding certification in accordance with these instructions.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "Primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.



CERTIFICATE OF CORPORATE RESOLUTION

I, Ronald Fournier, ~~Secretary~~ <sup>C.O.O.</sup>, hereby certify as follows:

1. I am the duly elected, qualified and acting ~~Secretary~~ <sup>C.O.O.</sup> of SSP Industries, LP,  
a Limited Partnership ~~corporation~~ <sup>Limited Partnership</sup>, (the ~~Corporation~~ <sup>Limited Partnership</sup>).

2. The ~~Corporation is duly incorporated~~ <sup>Limited Partnership</sup>, legally existing and in good standing under the laws of the State  
of Texas, and is duly qualified to transact business and to own, operate and develop its  
properties in the State of Texas.

3. Attached hereto and made a part hereof is a true and complete copy of the resolution duly and legally  
adopted on June 18, 2010 by the Board of Directors of the ~~Corporation~~ <sup>Limited Partnership</sup> in  
accordance with the By-laws of the ~~Corporation~~ <sup>Limited Partnership</sup> and applicable law. Such resolutions have been duly  
entered in the minutes of such meeting in the minute book of the ~~corporation~~ <sup>Limited Partnership</sup> and have not been  
rescinded or modified in any respect and are presently in full force and effect.

4. The following persons are duly elected, qualified and acting officers of the ~~corporation~~ <sup>Limited Partnership</sup> and hold  
respective offices set opposite their names:

Lana Shelton : President

Frederick Shelton : Vice President

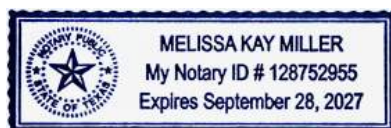
Ronald Fournier : ~~Secretary~~ <sup>C.O.O.</sup>

TO CERTIFY WHICH I have executed this certificate this 02 day of May,  
2024.

[Signature]  
~~Secretary~~ <sup>C.O.O.</sup>

STATE OF Texas  
COUNTY OF Bell

This instrument was acknowledged before me on the 02 day of May,  
2024 by Ronald Fournier, ~~Secretary~~ <sup>C.O.O.</sup>, of  
SSP Industries, LP, a ~~corporation~~ <sup>Limited Partnership</sup>, on behalf of  
said ~~Corporation~~ <sup>Limited Partnership</sup>.



[Signature]  
Notary Public, State of Texas  
Name: Melissa Miller  
My commission expires September 28, 2027

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## **LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT**

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of a governing body of a local government entity or a director, superintendent, administrator, president, or other person designated as the executive officer of the local government entity. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

### **INSTRUCTIONS FOR COMPLETING THIS FORM**

*The following numbers correspond to the numbered boxes on the other side.*

- 1. Name of Local Government Officer.** Enter the name of local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code.** Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with person named in item 3.** Describe the nature and extent of the relationship of the employment or other business relationship with the person in item 3 as described by Section 176.003(a), Local Government Code.
- 5. List gifts if aggregate value of the gifts received from person named in number 3 exceed \$250.** List gifts received during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the person named in number 3 that in the aggregate exceed \$250 in value.
- 6. Affidavit.** Signature of local government officer.

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

## FORM CIS

(Instructions for completing and filing this form are provided on the back.)

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with chapter 176, Local Government Code.

### OFFICE USE ONLY

Date Received

**1** Name of Local Government Officer

N/A

**2** Office Held

N/A

**3** Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

N/A

**4** Description of the nature and extent of employment or business relationship with person named in item 3

N/A

**5** List gifts if aggregate value of the gifts received from person named in item 3 exceed \$250

Date Gift Received \_\_\_\_\_ Description of Gift \_\_\_\_\_ ☐ Did Not Accept Gift

Date Gift Received \_\_\_\_\_ Description of Gift \_\_\_\_\_ ☐ Did Not Accept Gift

Date Gift Received \_\_\_\_\_ Description of Gift \_\_\_\_\_ ☐ Did Not Accept Gift

(attach additional forms as necessary)

**6** AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of a government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(b), Local Government Code.

\_\_\_\_\_  
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2024-1153187

Date Filed:  
04/26/2024

Date Acknowledged:

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

SSP Industries LP  
Killeen, TX United States

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

City of Killeen

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

24-35

Provide new standpipe, storage tank and all associated piping and valves. To include requisite control equipment and their connections.

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

**5 Check only if there is NO Interested Party.****6 UNSWORN DECLARATION**

My name is Ronald Fournier, and my date of birth is 4/09/1968.

My address is 656 Tally Ho Rd, Killeen, TX, 76542, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Bell county, State of Texas on the 02 day of May, 20 24.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)

**THIS PAGE INTENTIONALLY LEFT BLANK**

## Emergency Business Service Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Killeen to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to [lluciano@killeentexas.gov](mailto:lluciano@killeentexas.gov)

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms, and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Killeen procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hour's emergency opening of the business listed below.

Business Name: SSP Industries, LP

Contract #: 24-35

Description: Airport Pump Station Update

Primary Contact (Name): Ron Fournier

Primary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: (254) 535-0180

Secondary Contact (Name): Nate Brooks

Secondary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: (254) 548-2165

After Hours emergency opening fee, if applicable: \$ N/A

**CITY OF KILLEEN  
GENERAL TERMS AND CONDITIONS**

**1. General Conditions**

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

**2. Preparation of Bid**

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City within the specifications.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

**3. Description of Supplies**

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise, they will be required to furnish the item as specified.

**4. Submission of Bid**

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
- Venue other than Bell County
- Mandatory arbitration
- Artificial limitation of liability



- Artificial statute of limitation
  - Waiver of trial by jury
  - Indemnify a vendor
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
  - (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
  - (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Electronically submit bids to OpenGov E-Bidding Site: (<https://procurement.opengov.com/login>)

OR

Delivery Address:  
City of Killeen  
Attn: Purchasing Division  
802 N 2<sup>nd</sup> Street  
Building E, 2<sup>nd</sup> Floor  
Killeen, TX 76541

## **5. Rejection of Bid**

- (a) The City may reject a Bid if:
  1. The Bidder mistakes or conceals any material fact in the Bid, or if
  2. The Bid does not strictly conform to law or the requirements of the Bid, or if
  3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

## **6. Withdrawal of Bid**

A bidder may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Director of Procurement and Contract Management at [LLuciano@KilleenTexas.gov](mailto:LLuciano@KilleenTexas.gov). All bids shall be valid for a period of ninety (90) days after the bid opening

## **7. Late Bid or Modifications**

Bid and modifications received after the time set for the Bid opening will not be considered.

## **8. Clarification or Objection to Bid Specifications**

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the

request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

## **9. Discounts**

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

## **10. Award of the Contract**

- (a) The contract will be awarded to the lowest responsible bidder. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to perform all obligations of the Contract fully and reliably, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:
  - \* Falsification of information provided in bid response;
  - \* Non-observance of safety requirements;
  - \* Failure to meet requirements of federal, state, or local law, as applicable, including employment;
  - \* Substantial failure to adhere to contractually agreed-upon schedules; and
  - \* Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Determination of most advantageous Bid for the municipality may be based on, but not limited to:

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>* Unit price</li><li>* Total Bid price</li><li>* Terms and discounts</li><li>* Delivery date</li><li>* Product warranty</li><li>* Special needs and requirements of City</li><li>* Past experience with product/service</li><li>* City's evaluation of the bidder's ability, financial, strength, and ethical standards</li><li>* Quality of the bidder's goods or services</li><li>* The extent to which the goods or services meet the municipality's needs</li></ul> | <ul style="list-style-type: none"><li>* Bidder's past performance</li><li>* Demurrage charges, freight costs and mileage</li><li>* Estimated costs of supplies, maintenance, etc.</li><li>* Estimated surplus value, life expectancy</li><li>* Results of testing samples</li><li>* Conformity to specifications</li><li>* Training requirements, location, etc.</li><li>* Location of maintenance facility/service person; ability to provide for minimum down time</li><li>* The total long-term cost to the municipality to acquire the bidder's goods or services</li><li>* Reputation of bidder and of bidder goods and services</li></ul> |
|---|---|
- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
  - (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder(s) will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.

- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Chapter 271 of the Texas Local Government Code.
- (f) As stated in Section 271.905 (b) of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bids from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."
- (g) As stated in Section 271.9051 (b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bids from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

## **11. Ex Parte Communication**

Please note that to ensure the proper and fair evaluation of a proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to a City Official or employee evaluating or considering the proposal prior to the time a formal decision has been made. Questions and other communication from proposers will be permissible with only the Director of Procurement and Contract Management until the time and the day specified as the deadline for questions. Any communication between Proposer and the City after the deadline for questions will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposals. Participation in any ex parte communication, whether or not initiated by the Proposer, may be grounds for disqualifying the offending proposer from consideration or award of the solicitation then in evaluation, or any future solicitation.

Additionally, neither the City of Killeen City Council nor City staff, except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, shall initiate any contact with a Proposer or directly discuss or promote any proposal with any Proposers, including their agents and representatives.

## **12. Bid Protest**

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

## **13. Termination for Governmental Non-Appropriations**

This contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of the City or out of other funds legally appropriated, therefore. Lessor agrees that no lease will be a general obligation of the City and no lease shall constitute a pledge of either the full faith and credit of the City or the taxing power of the City.
- (b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) the City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by the City's governing body; (2) on the return date, the City shall return to Lessor all of the equipment covered by the affected lease, at the City's sole expense; (3) the affected lease shall terminate on the return date without penalty to the City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

#### **14. Termination of Contract**

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. The City reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.

#### **15. Assurance of Compliance**

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

#### **16. Conflict of Interest Disclosure Questionnaire**

The Bidder agrees that if a member of the City Council, a Councilmember's close relative, or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information

concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:  
<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

**17. Gratuities**

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity, or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

**18. Kickbacks**

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

**19. Venue for Legal Action**

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

**20. Conflicts in Terms and Conditions for Bids**

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

**21. Insurance**

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000

(2) Each Accident - \$1,000,000

Property Damage

(1) Each Occurrence - \$1,000,000

**22. Disclosure of Interested Parties**

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: <https://www.ethics.state.tx.us/filinginfo/1295/> and provide the City with a certified copy prior to Council approval of the Bid award.

**23. Acknowledgement – “Boycott Israel”**

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**24. Acknowledgement – ‘Boycott Energy Companies’**

By signing and submitting this bid the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

**25. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”**

By signing and submitting this bid the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

SIGNATURE:  DATE: 05/02/2024

PRINT NAME: Ronald C. Fournier