

## Service Contract / Agreement

STATE OF TEXAS  
CITY OF KILLEEN  
BELL COUNTY

THIS AGREEMENT is made and entered into this **13th** day of **January 2023** by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner" and **Crafco, Inc.** of the City of **Chandler**, County of **Maricopa**, and the State of **Arizona**, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Bid 23-01 Street Construction Materials** and all Work in accordance with the specifications (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the City of Killeen and approved by OWNER, and OWNER agrees to pay the CONTRACTOR for the following:

**Crack Seal Material – Polyflex III** estimated quantity of **100,000** pounds at **\$0.85** per pound

Crackseal Polyflex III

Material shall be Polyflex III as specified by Crafco Incorporated Material and shall be delivered within seven (7) business days of order placement.

**Line items per outlined bid tabulation based upon estimated quantities**

**Per referenced Bid 23-01, Construction Materials – Specifications and Attachments**

**Term of Contract and Option to Extend:**

Any contract resulting from this ITB shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. **Escalation Clause:** All pricing shall be firm for the entire twelve (12) month term of the contract.

**After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.**

**Pricing & Term Renewals:**

- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Bidder shall quote unit pricing in accordance with the itemized listing of products or contracts segments using the following format.

**Any request in price change with supporting documentation shall be sent to only:**

City of Killeen  
Attn: Purchasing Division  
802 N. 2<sup>nd</sup> Street  
Building E, 2<sup>nd</sup> Floor, Rm #215  
Killeen TX 76541

**On the envelope place "Price Change Notification Bid No. 23-01"**

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates. It is recommended that the bidder provide any rate

reduction or discount voluntarily.

### **Community Development Block Grant (CDBG)**

Projects may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act (HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

### **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.

### **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 means, 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).

### **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.

### **Cooperative Governmental Purchasing Notice**

Other governmental entities maintaining 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, Others can purchase**      ☐ **No, Only the City can purchase.**

The City reserves the right to purchase all material / services from the next most responsible vendor for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby agrees to abide by all requirements signed in Bid # 23-01

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

**OWNER**

**CONTRACTOR**

By: \_\_\_\_\_  
City of Killeen

By: \_\_\_\_\_  
Crafco, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CITY MANAGER  
Title of Signatory

\_\_\_\_\_  
Printed Name of Signatory

By: \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Title of Signatory, Authorized Representative

\_\_\_\_\_  
Date

ATTEST (as applicable)

## I. ATTACHMENT

- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Deliveries shall be made to any City of Killeen location. Delivery can be scheduled Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. The City shall have the ability to schedule the best date and time of the week for their deliveries. For questions and / or assistance Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m., contact Transportation at 254-616-3153.

### **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: Crafco, Inc.  
 Contract #: TBD  
 Description: Hot Applied Crack Sealant (Polyflex III)  
 Primary Contact (Name): Chase Smith  
 Primary Contact Phone Numbers: Home: n/a Cell: 469-520-4622  
 Secondary Contact (Name): Bryan Darling  
 Secondary Contact Phone Numbers: Home: n/a Cell: 602-418-9902  
 After Hours emergency opening fee, if applicable: \$ 0.00

### **Cooperative Governmental Purchasing Notice**

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**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.

**OFFICER USE ONLY**

Date Received

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

Crafco, Inc.

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 in this section is being disclosed.

None

Name of Officer

This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the 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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity  
N. Thomas Kelly / Vice President, Sales and Marketing

10/7/2022

Date

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Craico, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
- ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) **P**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Apply to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6165 W. Detroit Street

Remit to: Dept. 2279 P.O. Box 11407

6 City, state, and ZIP code

Chandler, AZ 85226

Birmingham, AL 35246-2279

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number

8 6 - 0 3 2 4 9 7 8

OR

Employer identification number

8 6 - 0 3 2 4 9 7 8

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person

*Steve Gullett*

Date

7-1-2022

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

## Service Contract / Agreement

STATE OF TEXAS  
CITY OF KILLEEN  
BELL COUNTY

THIS AGREEMENT is made and entered into this **13th** day of **January, 2023**, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the “Owner” and **DIJ Construction**, of the City of **Bertram**, County of **Burnet**, and the State of **Texas**, hereinafter referred to as the “CONTRACTOR.”

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Bid 23-01 Street Construction Materials** and all Work in accordance with the specifications (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the City of Killeen and approved by OWNER, and OWNER agrees to pay the CONTRACTOR for the following:

**Thermoplastic White**, estimated quantity of **30,000** pounds at **\$0.80** per pound

**Thermoplastic Yellow**, estimated quantity of **15,000** pounds at **\$0.80** per pound

**Thermoplastic Black**, estimated quantity of **8,000** pounds at **\$0.75** per pound

**Glass Traffic Beads, FOB Plant**, estimated quantity of **2,500** pounds at **\$0.80** per pound

**Glass Traffic Beads, FOB Destination**, estimated quantity of **2,500** pounds at **\$0.80** per pound

### Thermoplastic Material

Thermoplastic shall be Texas Department of Transportation specification Item 666.2 Type I Marking Materials Specification D-9-8200 **WHITE** in color. Materials shall be delivered within ten (10) business days of order placement.

Thermoplastic shall be Texas Specification Alkaloid Granular thermoplastic conforming to Texas Department of Transportation specification item 666.2 Type I Marking Materials Specification D-9-8200 **YELLOW** in color. Materials shall be delivered within ten (10) business days of order placement.

Thermoplastic shall be Texas Department of Transportation specification Item 666.2 Type I Marking Materials Specifications D-9-8200 **BLACK** in color. Material shall be delivered within ten (10) business days of order placement.

### Glass Traffic Beads

All traffic beads must meet the TXDOT (Texas Department of Transportation) requirements. These are based on Item # 666 Reflective Pavement Markings and TXDOT Material Specifications DMS-8290.

### **Line items per outlined bid tabulation based upon estimated quantities**

### **Per referenced Bid 23-01, Construction Materials – Specifications and Attachments**

### **Term of Contract and Option to Extend:**

Any contract resulting from this ITB shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. **Escalation Clause:** All pricing shall be firm for the entire twelve (12) month term of the contract.

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- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
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Attn: Purchasing Division  
802 N. 2<sup>nd</sup> Street  
Building E, 2<sup>nd</sup> Floor, Rm #215  
Killeen TX 76541**

**On the envelope place “Price Change Notification Bid No. 23-01**

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### **Acknowledgement – “Boycott Israel”**

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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.

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Contractor hereby agrees to abide by all requirements signed in Bid # 23-01

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

**OWNER**

**CONTRACTOR**

By: \_\_\_\_\_  
City of Killeen

By: \_\_\_\_\_  
DIJ Construction

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
**CITY MANAGER**  
Title of Signatory

\_\_\_\_\_  
Printed Name of Signatory

By: \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Title of Signatory, Authorized Representative

\_\_\_\_\_  
Date

**ATTEST (as applicable)**

## I. ATTACHMENT

- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Deliveries shall be made to any City of Killeen location. Delivery can be scheduled Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. The City shall have the ability to schedule the best date and time of the week for their deliveries. For questions and / or assistance Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m., contact Transportation at 254-616-3153.

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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)

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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: D. I. J. Construction Inc.

Contract #: \_\_\_\_\_

Description: Thermoplastic Material Supply

Primary Contact (Name): Kellen Floyd

Primary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: 830-613-1334

Secondary Contact (Name): Terry Nix

Secondary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: 830-798-6434

After Hours emergency opening fee, if applicable: \$ 500

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**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).

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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 in this section is being disclosed.

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the 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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

N/A

4

Kell 7th

Signature of vendor doing business with the governmental entity

10/10/22

Date

## Service Contract / Agreement

STATE OF TEXAS  
CITY OF KILLEEN  
BELL COUNTY

THIS AGREEMENT is made and entered into this **13th** day of **January, 2023**, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner" and **Green Dream International** of the City of **Irving**, County of **Dallas**, and the State of **Texas**, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Bid 23-01 Street Construction Materials** and all Work in accordance with the specifications (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the City of Killeen and approved by OWNER, and OWNER agrees to pay the CONTRACTOR for the following:

Bedding Material **3/8"F, FOB Plant** estimated quantity **1,000** tons at **\$12.10** per ton

Bedding Material **3/8"D, FOB Destination** estimated quantity of **1,000** tons at **\$20.13** per ton

Bedding Material **1"D, FOB Plant** estimated quantity **1,000** tons at **\$14.30** per ton

Bedding Material **1"D, FOB Destination** estimated quantity of **1,000** tons at **\$22.33** per ton

Quality Sandy Loam **Topsoil, FOB Plant** estimated quantity of **4,000** tons at **\$5.75** per ton

Quality Sandy Loam **Topsoil, FOB Destination** estimated quantity of **10,000** tons at **\$11.27** per ton

Base Material, **FOB Plant** estimated quantity **9,800** tons at **\$7.48** per ton

Base Material, **FOB Destination** estimated quantity of **13,000** tons at **\$14.61** per ton

Rip Rap 3-5", **FOB Plant** estimated quantity **1,500** tons at **\$11.00** per ton

Rip Rap 3-5", **FOB Destination** estimated quantity of **5,500** tons at **\$19.03** per ton

Crusher Fines, **FOB Plant** estimated quantity **2,500** lbs. at **\$6.90** per lb.

Crusher Fines, **FOB Destination** estimated quantity **2,500** lbs. at **\$13.23** per lb.

M-Sand (Manufactured Sand), **FOB Plant** estimated quantity **2,500** lbs. at **\$6.33** per lb.

M-Sand (Manufactured Sand), **FOB Destination** estimated quantity **2,500** lbs. at **\$14.72** per lb.

**Bedding Material** shall be of Limestone, River Rock, or Granite. All bedding shall be well blended mix.

Orders will be placed by 12:01pm for delivery by 8:00 am the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

### Quality Sandy Loam Plant / Destination

Screened Sandy Loam/Topsoil shall consist of natural friable surface soil without admixture of undesirable subsoil, refuse, or foreign materials. It shall be reasonably free of roots, hard clay, coarse gravel, rock fragments, and stones larger than 1/4 inch. This material will be used on the surface of public grounds, so the proper appearance is critical. Rock fragments of less than 1/4 inch in diameter should comprise no more than 5% of the soil volume. Sandy Loam/Topsoil shall be free of any aggregate larger than 1/4 inch or larger Screened Sandy Loam / Top Soil shall consist of no more than 10% - 15% sand or mixture of sand. Screened Sandy Loam must contain no less than 3%, or more than 20% organic material or humus.

Delivery shall be within one (1) hour of the time agreed upon during order placement. Late deliveries shall be charged back to the vendor at the rate of \$50.00 per hour after the first hour.

### Base Material Plant/Destination

The Base Material shall be crushed limestone base material, as specified by the State of Texas Department of Transportation Item 247, Type A, Grade 2, or better. Base Material FOB Destination will be ordered in full truckload quantities, maximum of 25 tons. Delivery shall be made using bobtail trucks. The configuration of the City stockpile area will not accommodate 18-

wheel tractor trailers with end dumps or lowboy trailers.

Orders will be placed by 12:01pm for delivery by 8:00 am the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

Rip Rap 3-24", Plant/Destination

Rip Rap Rock shall be of Edward Limestone and shall be 3-24 inches in diameter. Base Material FOB Destination will be ordered in full truckload quantities, maximum of 25 tons. Rip Rap Rock pick up shall be available by 8:00am on the same day of order placement unless otherwise specified by the City. Orders placed by 12:1pm for delivery by 8:00am the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

Crusher Fines

Crusher Fines shall be as follows: Aggregate: Crushed stone shall consist of inert materials that are hard, durable, with stone free from surface coatings and deleterious materials. R-Value minimum of 70 determined by ASTM D 2488 Methodology (R-value is a measure of wear resistance). Sand Equivalent: - an engineering measurement of the proportion of sand to silt and clay will stay at a range of 30-55, as determined by ASTM D 2419 methodology

Orders will be placed by 12:01 p.m. for delivery in 72 hours, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

M-Sand (Manufactured Sand)

M-Sand (Manufactured Sand) shall be as follows: Substitute for river sand, crushed hard granite stone / Limestone Rock, cubical shaped with grounded edges, washed, and graded. Particles generally range in size from 1/8" to fine powder or less than 4.75mm

Orders will be placed by 12:01 p.m. for delivery in 72 hours, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

**Line items per outlined bid tabulation based upon estimated quantities**

**Per referenced Bid 23-01, Construction Materials – Specifications**

**Term of Contract and Option to Extend:**

Any contract resulting from this ITB shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. **Escalation Clause:** All pricing shall be firm for the entire twelve (12) month term of the contract.

**After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.**

**Pricing & Term Renewals:**

- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Bidder shall quote unit pricing in accordance with the itemized listing of products or contracts segments using the following format.

**Any request in price change with supporting documentation shall be sent to only:**

**City of Killeen  
Attn: Purchasing Division  
802 N. 2<sup>nd</sup> Street  
Building E, 2<sup>nd</sup> Floor, Rm #215**



**On the envelope place “Price Change Notification Bid No. 23-01**

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates. It is recommended that the bidder provide any rate reduction or discount voluntarily.

**Community Development Block Grant (CDBG)**

Projects may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act (HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

**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.

**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 means, 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).

**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.

**Cooperative Governmental Purchasing Notice**

Other governmental entities maintaining 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, Others can purchase**    ☐ **No, Only the City can purchase.**

The City reserves the right to purchase all material / services from the next most responsible vendor for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby agrees to abide by all requirements signed in Bid # 23-01

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

**OWNER**

By: \_\_\_\_\_  
City of Killeen

\_\_\_\_\_  
Date

CITY MANAGER  
Title of Signatory

By: \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**CONTRACTOR**

By: \_\_\_\_\_  
Green Dream International

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Title of Signatory, Authorized Representative

ATTEST (as applicable)

## I. ATTACHMENT

**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.

Green Dream International LLC

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 in this section is being disclosed.

NA

Name of Officer

This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the 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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Oct 4, 2022

Date

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Green Dream International LLC</b>	
2 Business name/disregarded entity name, if different from above <b>Same as above</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>C</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>32 W. 8th St. suite 607</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Erle, PA 16501</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

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


Social security number								
			-			-		
or								
Employer identification number								
4	6	-	0	5	2	2	7	5

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► <b>September 06, 2022</b>
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## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

## Service Contract / Agreement

STATE OF TEXAS  
CITY OF KILLEEN  
BELL COUNTY

THIS AGREEMENT is made and entered into this 13th day of January, 2023, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner" and Killeen Crushed Stone of the City of Killeen, County of Bell, and the State of Texas, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Bid 23-01 Street Construction Materials** and all Work in accordance with the specifications (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the City of Killeen and approved by OWNER, and OWNER agrees to pay the CONTRACTOR for the following:

Bedding Material **1/2"D, FOB Plant** estimated quantity 1,000 tons at \$16.50 per ton

Bedding Material **1/2"D, FOB Destination** estimated quantity of 1,000 tons at \$22.50 per ton

Rip Rap 18-24", **FOB Plant** estimated quantity 1,000 tons at \$25.00 per ton

Rip Rap 18-24", **FOB Destination** estimated quantity of 1,500 tons at \$33.00 per ton

Rip Rap 12-18", **FOB Plant** estimated quantity 1,000 tons at \$25.00 per ton

Rip Rap 12-18", **FOB Destination** estimated quantity of 1,500 tons at \$33.00 per ton

Rip Rap 8-12", **FOB Plant** estimated quantity 1,000 tons at \$25.00 per ton

Rip Rap 8-12", **FOB Destination** estimated quantity of 1,500 tons at \$33.00 per ton

Bedding Material shall be of Limestone, River Rock, or Granite. All bedding shall be well blended mix.

Orders will be placed by 12:01pm for delivery by 8:00 am the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

### Rip Rap 3-24", Plant/Destination

Rip Rap Rock shall be of Edward Limestone and shall be 3-24 inches in diameter. Base Material FOB Destination will be ordered in full truckload quantities, maximum of 25 tons. Rip Rap Rock pick up shall be available by 8:00am on the same day of order placement unless otherwise specified by the City. Orders placed by 12:1pm for delivery by 8:00am the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

Orders will be placed by 12:01 p.m. for delivery in 72 hours, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

### **Line items per outlined bid tabulation based upon estimated quantities**

#### **Per referenced Bid 23-01, Construction Materials – Specifications**

#### **Term of Contract and Option to Extend:**

Any contract resulting from this ITB shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. **Escalation Clause:** All pricing shall be firm for the entire twelve (12) month term of the contract.

**After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.**

#### **Pricing & Term Renewals:**

- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Bidder shall quote unit pricing in accordance with the itemized listing of products or contracts segments using the following format.

**Any request in price change with supporting documentation shall be sent to only:**

**City of Killeen  
Attn: Purchasing Division  
802 N. 2<sup>nd</sup> Street  
Building E, 2<sup>nd</sup> Floor, Rm #215  
Killeen TX 76541**

**On the envelope place “Price Change Notification Bid No. 23-01**

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates. It is recommended that the bidder provide any rate reduction or discount voluntarily.

#### **Community Development Block Grant (CDBG)**

Projects may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act (HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

#### **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.

#### **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 means, 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).

#### **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.

### **Cooperative Governmental Purchasing Notice**

Other governmental entities maintaining 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, Others can purchase      ☒ No, Only the City can purchase.

The City reserves the right to purchase all material / services from the next most responsible vendor for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby agrees to abide by all requirements signed in Bid # 23-01

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

### **OWNER**

By: \_\_\_\_\_  
City of Killeen

\_\_\_\_\_  
Date

CITY MANAGER  
Title of Signatory

By: \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

### **CONTRACTOR**

By: \_\_\_\_\_  
Killeen Crushed Stone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Title of Signatory, Authorized Representative

ATTEST (as applicable)

## I. ATTACHMENT



- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Deliveries shall be made to any City of Killeen location. Delivery can be scheduled Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. The City shall have the ability to schedule the best date and time of the week for their deliveries. For questions and / or assistance Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m., contact Transportation at 254-616-3153.

### 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: Killeen Crushed Stone  
 Contract #: 23-01  
 Description: Street Const. Materials  
 Primary Contact (Name): Jayson Shatto  
 Primary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: 254-535-1550  
 Secondary Contact (Name): Rudy Saldibar  
 Secondary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: 254-535-1160  
 After Hours emergency opening fee, if applicable: \$ NA

### 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.

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ**

For vendor doing business with local governmental entity

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

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

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the 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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

  
Signature of vendor doing business with the governmental entity

10-5-22  
Date

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**KILLEEN SAND AND GRAVEL, LTD.**

2 Business name/disregarded entity name, if different from above

**KILLEEN CRUSHED STONE**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☒ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**4101 TRIMMIE, P.O. BOX 10759**

6 City, state, and ZIP code

**KILLEEN, TEXAS 76542, 76547**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

7 5 - 2 5 6 3 3 0 8

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

Date ►

1/4/2022

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

## Service Contract / Agreement

STATE OF TEXAS  
CITY OF KILLEEN  
BELL COUNTY

THIS AGREEMENT is made and entered into this **13th** day of **January, 2023**, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the “Owner” and **Killeen Ready Mix** of the City of **Killeen**, County of **Bell**, and the State of **Texas**, hereinafter referred to as the “CONTRACTOR.”

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Bid 23-01 Street Construction Materials** and all Work in accordance with the Invitation to Bid and Addenda (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the City of Killeen and approved by OWNER, and OWNER agrees to pay the CONTRACTOR for the following:

**Concrete 3,000 PSI** estimated quantity **3,500** cubic yards at **\$150.00** per cubic yard

**Concrete 3,000 PSI plus 2% Calcium** estimated quantity of **500** cubic yards at **\$170.00** per cubic yard

**Concrete 4,000 PSI** estimated quantity **325** cubic yards at **\$170.00** per cubic yard

**Concrete 4,000 PSI plus 2% Calcium** estimated quantity of **250** cubic yards at **\$190.00** per cubic yard

**8 Sac Grout** estimated quantity of **250** cubic yards at **\$210.00** per cubic yard

### Concrete

Concrete shall be Texas Department of Transportation Item 421 Class A (minimum 5-sack) with minimum compressive strength (3,000 or 4,000 PSI at 28 days). Orders will be placed by 12:01 p.m. for delivery by 8:00a.m. the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$150.00/hour, including any partial hour, will be assessed.

### 8 Sack Grout

Orders will typically be placed in association with the placement of curb & gutter. Delivery will be within 1 hour of order placement. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$250.00/hour, including any partial hour, will be assessed.

Per CONTRACTOR, delivery fee of \$150.00 to be added to any delivery less than three (3) cubic yards and with a maximum of two (2) delivery locations.

### **Line items per outlined bid tabulation based upon estimated quantities**

### **Per referenced Bid 23-01, Construction Materials – Specifications and Attachments**

### **Term of Contract and Option to Extend:**

Any contract resulting from this ITB shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. **Escalation Clause:** All pricing shall be firm for the entire twelve (12) month term of the contract.

**After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.**

### **Pricing & Term Renewals:**

- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Bidder shall quote unit pricing in accordance with the itemized listing of products or contracts segments using the following format.

**Any request in price change with supporting documentation shall be sent to only:**

**City of Killeen  
Attn: Purchasing Division  
802 N. 2<sup>nd</sup> Street  
Building E, 2<sup>nd</sup> Floor, Rm #215  
Killeen TX 76541**

**On the envelope place “Price Change Notification Bid No. 23-01**

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates. It is recommended that the bidder provide any rate reduction or discount voluntarily.

### **Community Development Block Grant (CDBG)**

Projects may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act (HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

### **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.

### **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).

### **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.

### **Cooperative Governmental Purchasing Notice**

Other governmental entities maintaining 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, Others can purchase      ☒ No, Only the City can purchase.

The City reserves the right to purchase all material / services from the next most responsible vendor for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby agrees to abide by all requirements signed in Bid # 23-01

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

**OWNER**

**CONTRACTOR**

By: \_\_\_\_\_  
City of Killeen

By: \_\_\_\_\_  
Killeen Ready Mix

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CITY MANAGER  
Title of Signatory

\_\_\_\_\_  
Printed Name of Signatory

By: \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Title of Signatory, Authorized Representative

\_\_\_\_\_  
Date

ATTEST (as applicable)

## I. ATTACHMENT



- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Deliveries shall be made to any City of Killeen location. Delivery can be scheduled Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. The City shall have the ability to schedule the best date and time of the week for their deliveries. For questions and / or assistance Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m., contact Transportation at 254-616-3153.

#### **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: Killeen Ready Mix  
 Contract #: 23-01  
 Description: Street Materials  
 Primary Contact (Name): Dickie King  
 Primary Contact Phone Numbers: Home: 254-634-5352 Cell: 254-702-3100  
 Secondary Contact (Name): Bill Bliton  
 Secondary Contact Phone Numbers: Home: 254-634-5352 Cell: 254-702-3000  
 After Hours emergency opening fee, if applicable: \$ 300.00

#### **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.



**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, 64th Leg., Regular Session.

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

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

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

**OFFICE USE ONLY**

Date Received

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

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the 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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of Vendor doing business with the governmental entity

Date

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>KILLEEN READY MIX II, LTD.</b>	
2 Business name/disregarded entity name, if different from above <b>KILLEEN READY MIX</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>4101 TRIMMIE, P.O. BOX 10759</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>KILLEEN, TEXAS, 76542, 76547</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-						
OR									
Employer identification number									
7	4	-	2	8	4	5	2	0	8

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date ► <b>1/4/2022</b>
-----------	--	------------------------

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

## Service Contract / Agreement

STATE OF TEXAS  
CITY OF KILLEEN  
BELL COUNTY

THIS AGREEMENT is made and entered into this 12th day of January, 2023, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the “Owner” and Texas Materials Group of the City of Cedar Park, County of Travis and Williamson, and the State of Texas, hereinafter referred to as the “CONTRACTOR.”

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Bid 23-01 Street Construction Materials and all Work in accordance with the specifications (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the City of Killeen and approved by OWNER, and OWNER agrees to pay the CONTRACTOR for the following:

**Type D Asphalt, FOB Plant** estimated quantity of 25,000 tons at \$85.00 per ton

**Type C Asphalt, FOB Plant** estimated quantity of 1,500 tons at \$85.00 per ton

**Line items per outlined bid tabulation based upon estimated quantities**

**Per referenced Bid 23-01, Construction Materials – Specifications and Attachments**

**Term of Contract and Option to Extend:**

Any contract resulting from this ITB shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. **Escalation Clause:** All pricing shall be firm for the entire twelve (12) month term of the contract.

**After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.**

**Pricing & Term Renewals:**

- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Bidder shall quote unit pricing in accordance with the itemized listing of products or contracts segments using the following format.

**Any request in price change with supporting documentation shall be sent to only:**

City of Killeen  
Attn: Purchasing Division  
802 N. 2<sup>nd</sup> Street  
Building E, 2<sup>nd</sup> Floor, Rm #215  
Killeen TX 76541

**On the envelope place “Price Change Notification Bid No. 23-01**

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates. It is recommended that the bidder provide any rate reduction or discount voluntarily.

**Community Development Block Grant (CDBG)**

Projects may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act (HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

#### **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.

#### **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 means, 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).

#### **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.

#### **Cooperative Governmental Purchasing Notice**

Other governmental entities maintaining 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, Others can purchase      ☒ No, Only the City can purchase.

The City reserves the right to purchase all material / services from the next most responsible vendor for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby agrees to abide by all requirements signed in Bid # 23-01

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

**OWNER**

By: \_\_\_\_\_  
City of Killeen

\_\_\_\_\_  
Date

CITY MANAGER  
Title of Signatory

By: \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**CONTRACTOR**

By: \_\_\_\_\_  
Texas Materials Group

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Title of Signatory, Authorized Representative

ATTEST (as applicable)

## I. ATTACHMENT

- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Deliveries shall be made to any City of Killeen location. Delivery can be scheduled Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. The City shall have the ability to schedule the best date and time of the week for their deliveries. For questions and / or assistance Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m., contact Transportation at 254-616-3153.

### 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 [lhuciano@killeentexas.gov](mailto:lhuciano@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: TEXAS MATERIALS GROUP, INC

Contract #: 23-01

Description: STREET CONSTRUCTION MATERIALS

Primary Contact (Name): JONATHON ESPINO

Primary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: 254-316-9130

Secondary Contact (Name): \_\_\_\_\_

Secondary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

After Hours emergency opening fee, if applicable: \$ 2500

### 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.



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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.

TEXAS MATERIALS GROUP, INC.

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 TEXAS MATERIALS

Signature of vendor doing business with the governmental entity

10/13/2022

Date



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Texas Material Group, Inc.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>1320 Arrow Point Dr, Suite 600</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Cedar Park, TX 78613</b>		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-				-		
or									
Employer identification number									
5	8	-	1	4	0	1	4	6	6

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► <i>Georgian Kastner</i>	Date ► <i>1/3/20</i>
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## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

## Service Contract / Agreement

STATE OF TEXAS  
CITY OF KILLEEN  
BELL COUNTY

THIS AGREEMENT is made and entered into this **13th** day of **January, 2023**, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the “Owner” and **Vulcan Construction Materials, LLC.** of the City of **San Antonio**, County of **Bexar**, and the State of **Texas**, hereinafter referred to as the “CONTRACTOR.”

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Bid 23-01 Street Construction Materials** and all Work in accordance with the specifications (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the City of Killeen and approved by OWNER, and OWNER agrees to pay the CONTRACTOR for the following:

**Cold Mix Asphalt, FOB Plant**, estimated quantity of **2,500** tons at **\$71.00** per ton

**Cold Mix Asphalt, FOB Destination**, estimated quantity of **2,500** tons at **\$124.55** per ton

### Cold Mix Asphalt

Material shall be Texas Department of Transportation specification Item 330 LRA Premix CC material. Material shall delivered within five (5) business days of order placement.

Per CONTRACTOR, fuel surcharge to be added to deliveries, cost may fluctuate per Truck Fuel Surcharge attachment

### **Line items per outlined bid tabulation based upon estimated quantities**

### **Per referenced Bid 23-01, Construction Materials – Specifications and Attachments**

### **Term of Contract and Option to Extend:**

Any contract resulting from this ITB shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. **Escalation Clause:** All pricing shall be firm for the entire twelve (12) month term of the contract.

**After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.**

### **Pricing & Term Renewals:**

- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Bidder shall quote unit pricing in accordance with the itemized listing of products or contracts segments using the following format.

**Any request in price change with supporting documentation shall be sent to only:**

**City of Killeen  
Attn: Purchasing Division  
802 N. 2<sup>nd</sup> Street  
Building E, 2<sup>nd</sup> Floor, Rm #215  
Killeen TX 76541**

**On the envelope place “Price Change Notification Bid No. 23-01**

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the

bidder agrees to modify this contract to include such more favorable rates. It is recommended that the bidder provide any rate reduction or discount voluntarily.

### **Community Development Block Grant (CDBG)**

Projects may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act (HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

### **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.

### **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 means, 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).

### **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.

### **Cooperative Governmental Purchasing Notice**

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

☐ Yes, Others can purchase      ☒ No, Only the City can purchase.

The City reserves the right to purchase all material / services from the next most responsible vendor for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby agrees to abide by all requirements signed in Bid # 23-01

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

**OWNER**

By: \_\_\_\_\_  
City of Killeen

\_\_\_\_\_  
Date

CITY MANAGER  
Title of Signatory

By: \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**CONTRACTOR**

By: \_\_\_\_\_  
Vulcan Construction Materials, LLC.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Title of Signatory, Authorized Representative

ATTEST (as applicable)

## I. ATTACHMENT

- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Deliveries shall be made to any City of Killeen location. Delivery can be scheduled Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. The City shall have the ability to schedule the best date and time of the week for their deliveries. For questions and / or assistance Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m., contact Transportation at 254-616-3153.

### **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: Vulcan Construction Materials, LLC

Contract #: Bid NO. 23-01

Description: Street Construction Materials

Primary Contact (Name): Abnso Quiroz

Primary Contact Phone Numbers: Home: 830-934-2625 Cell: \_\_\_\_\_

Secondary Contact (Name): \_\_\_\_\_

Secondary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

After Hours emergency opening fee, if applicable: \$ \_\_\_\_\_

### **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.

**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.**Vulcan Construction Materials, LLC

☒ 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.**None

Name of Officer

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

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

☐

Yes

☐

No

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

☐


Yes

☐

No

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

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

**7**  
Signature of vendor doing business with the governmental entity9/30/2022  
Date

## Truck Fuel Surcharge

As we start the 2022 year, our industry continues to work through many different challenges. One of the major challenges we are facing is the availability and rising costs of trucking. Accordingly, we are implementing the below trucking fuel surcharges that will go into effect March 1, 2022 for Texas.

The fuel surcharge will go into effect when the price of on-road diesel surpasses the \$3.24 mark on the EIA Gulf Coast PADD 3 Index. The freight rate will be increased by 1% for every \$.10 move in the price of fuel, starting at \$3.25 per gallon. The surcharge will be updated on the last Tuesday of every month.

**Note:** The fuel surcharge will be a 100% pass through to the hauler

To check the current price please go to <http://www.eia.gov/petroleum/gasdiesel/> and check the Gulf Coast region table.

SWD Fuel Surcharge Table					
Fuel Price					
\$3.25 - \$3.34	1%	\$4.75 - \$4.84	16%	\$6.25 - \$6.34	31%
\$3.35 - \$3.44	2%	\$4.85 - \$4.94	17%	\$6.35 - \$6.44	32%
\$3.45 - \$3.54	3%	\$4.95 - \$5.04	18%	\$6.45 - \$6.54	33%
\$3.55 - \$3.64	4%	\$5.05 - \$5.14	19%	\$6.55 - \$6.64	34%
\$3.65 - \$3.74	5%	\$5.15 - \$5.24	20%	\$6.65 - \$6.74	35%
\$3.75 - \$3.84	6%	\$5.25 - \$5.34	21%	\$6.75 - \$6.84	36%
\$3.85 - \$3.94	7%	\$5.35 - \$5.44	22%	\$6.85 - \$6.94	37%
\$3.95 - \$4.04	8%	\$5.45 - \$5.54	23%	\$6.95 - \$7.04	38%
\$4.05 - \$4.14	9%	\$5.55 - \$5.64	24%	\$7.05 - \$7.14	39%
\$4.15 - \$4.24	10%	\$5.65 - \$5.74	25%	\$7.15 - \$7.24	40%
\$4.25 - \$4.34	11%	\$5.75 - \$5.84	26%	\$7.25 - \$7.34	41%
\$4.35 - \$4.44	12%	\$5.85 - \$5.94	27%	\$7.35 - \$7.44	42%
\$4.45 - \$4.54	13%	\$5.95 - \$6.04	28%	\$7.45 - \$7.54	43%
\$4.55 - \$4.64	14%	\$6.05 - \$6.14	29%	\$7.55 - \$7.64	44%
\$4.65 - \$4.74	15%	\$6.15 - \$6.24	30%	\$7.65 - \$7.74	45%

If you have questions or concerns about existing projects or bids, please contact your local sales representative.

Paul Madewell  
Director of Transportation  
Statewide Transport LLC.  
Vulcan Logistics



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Vulcan Materials Company

2 Business name/disregarded entity name, if different from above

Vulcan Construction Materials, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
- ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 385014 1200 Urban Center Drive 35242

6 City, state, and ZIP code

Birmingham, AL 35238-5014

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

2 0 - 8 5 7 9 1 3 3

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

*K. H. H. H.*

Date ► 1/4/2022

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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