SPECIFICATIONS AND CONTRACT DOCUMENTS FOR

DECOMMISSIONING ON-SITE SEWAGE FACILITIES

RE-BID

2014

CITY OF SEGUIN
GUADALUPE COUNTY, TEXAS

BID NO. 21-2014-36

PREPARED IN COOPERATION WITH THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
AND
U.S. ENVIRONMENTAL PROTECTION AGENCY

PREPARED BY:

City of Seguin
Purchasing Dept.

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NOTICE INVITING BIDS

Sealed bids addressed to the City Manager of the City of Seguin, Guadalupe County, Texas will be received at the Seguin City Hall, 205 North River, Seguin, Texas, 78155, until **2:30 P.M., Tuesday, July 29, 2014 (CDST)** for **DECOMMISSIONING ON-SITE SEWAGE FACILITIES.** The bids will be publicly opened and read aloud in the Council Chambers of City Hall at 3:00 P.M. Bids shall be submitted in a sealed envelope (8 ½" x 11" minimum), clearly marked as follows:

SEALED BID:
DECOMMISSION OSSF PROJECT
Bid No. 21-2014-36
To be opened at 3:00 P.M., Tuesday, July 29, 2014

Principle Scope of Work includes furnishing all labor, equipment, materials, supplies, transportation, and superintendence to decommission on-site sewage facilities in Oak Village North Subdivision.

Each bid must be accompanied by a certified or cashier's check, or an approved bidders bond in an amount not less than 5% of the maximum total bid, payable to the City of Seguin, Texas without recourse, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds on the forms provided, within ten (10) working days after the award of contract.

This project is financed, in whole or in part, by a grant from the U.S. Environmental Protection Agency through the Texas Commission on Environmental Quality. Davis-Bacon and Related Acts apply on federally funded construction projects. Prevailing Highway-Heavy, Municipal and Utilities wage rates for Guadalupe County, published as part of the Contract Documents and subject to revisions, shall govern or control minimum rates for work performed during execution of the contract.

A **MANDATORY Pre-bid Conference will be held at 11:00 A.M., on Tuesday, July 22, 2014** in the Council Chambers at City Hall. Attendance at the Pre-bid meeting is a prerequisite to bidding. Bids WILL NOT be accepted from any firm not in attendance at the pre-bid conference. Prior to the pre-bid conference, interested bidders should obtain forms of proposal, contract, bond, and specifications. Bid Documents are available on the City of Seguin website: **www.seguintexas.gov/bid_opportunities** or by request made to the City of Seguin Purchasing Department.

The City of Seguin reserves the right to reject or accept any or all bids or combination of bids and to waive informalities.

Douglas G. Faseler, City Manager
CITY OF SEGUIN, TEXAS

GENERAL SPECIFICATIONS

DECOMMISSIONING ON-SITE SEWAGE FACILITIES

1. **INTENT –** The City of Seguin is requesting bids from qualified contractors for furnishing all labor, equipment, materials, supplies, transportation, and superintendence necessary to decommission up to 150 on-site sewage facilities (OSSF) located on private properties in the Oak Village North Subdivision. **This project is funded, in whole or in part, by a grant from the U.S. Environmental Protection Agency (EPA) through the Texas Commission on Environmental Quality (TCEQ).**

2. **BACKGROUND** - This project is an implementation of the Watershed Protection Plan for Geronimo Creek which was accepted by the EPA in September 2012. Clay soils, a seasonally high water table, and the failure of older on-site sewage facilities (OSSF) may contribute to a situation of ongoing loading of bacteria and nitrates to Geronimo Creek. Approximately 150 homes in the Oak Village North Subdivision with septic systems serve as a potential source of contamination into the stream. By TCEQ rule, proper decommissioning and removal of raw sewage ensure that the source of bacteria and nitrates is removed.

   The City of Seguin has extended sanitary sewer service to the Oak Village North (OVN) Subdivision. The responsibility and cost of connecting with the sewer service and decommissioning the existing septic system rests with the individual homeowner.

   The City is offering supplemental funding to OVN homeowners to offset their OSSF decommissioning costs. This assistance to homeowners is funded by a grant from the U.S. Environmental Protection Agency (EPA) through the Texas Commission on Environmental Quality (TCEQ). Participation in the funding program is open to all OVN homeowners, but is not mandatory. The City is hiring a contractor, subject to the specifications herein, to perform the decommissioning services for homeowners who choose to participate in the funding assistance program and who sign up for the program before the established deadline. Homeowners who choose <u>no</u>t to participate will bear the full cost of both the connection and the decommissioning fees from their privately hired contractor.

   The contractor hired by the City to perform the OSSF decommissioning services specified herein may be qualified to also perform other related services, such as sewer service connections. IF the homeowner hires the City's contractor to perform ANY other service beyond the decommissioning services for which the City has contracted, the costs of ANY other service apart from the decommissioning fee established by this bid award will be solely borne by the homeowner and not subject to reimbursement of any kind from the City.

3. **BID SUBMISSION** - Sealed bids addressed to the City Manager of the City of Seguin, Guadalupe County, Texas will be received at the Seguin City Hall, 205 North River, Seguin, Texas, 78155, **until 2:30 P.M., Tuesday, July 29, 2014 (CDST**) for **DECOMMISSIONING ON-SITE SEWAGE FACILITIES**. The bids will be publicly opened and read aloud in the Council Chambers of City Hall at 3:00 P.M. Bids shall be submitted in a sealed envelope (8 ½" x 11" minimum), clearly marked as follows:

SEALED BID:
DECOMMISSION OSSF PROJECT
Bid No. 21-2014-36
To be opened at 3:00 P.M., Tuesday, July 29, 2014

Forms to be included with bid submission:

a) Bid Form, pages 1 and 2
b) Bidder's Exception Form
c) Statement of Bidder's Qualifications
d) List of Sub-Contractors
e) Bid Bond
f) Conflict of Interest Questionnaire
g) Insurance Requirement Affidavit

4. **MANDATORY PRE-BID CONFERENCE** will be held at **11:00 A.M., on Tuesday, July 29, 2014** in the Council Chambers at City Hall. Attendance at the Pre-bid meeting is a prerequisite to bidding. Bids WILL NOT be accepted from any firm not in attendance at the pre-bid conference. Updated information pertaining to homeowner participation rates will be distributed at the pre-bid conference.

5. **LOCATIONS AND ACCESS** - Specific addresses of the OSSFs to be decommissioned will be provided to the awarded Contractor following the receipt of homeowner's sign-up and site specific information. The sign-up period is currently scheduled to end in mid-July 2014. An aerial map of the subdivision is included herein. Pre-bid examination of the area must be made from public streets only.

6. **CRITERIA FOR BID AWARD**- The bid will be awarded to the Licensed Plumber or Licensed Septic Installer having sufficient ability to perform the work and who has verifiable septic tank decommissioning experience specifically in conjunction with the lowest price or best value to the City. Factors used to determine the award are:

   (a) Bidder must be a Licensed Plumber through the Texas State Board of Plumbing Examiners and / or be a Licensed Septic Installer holding an On-Site Sewage Facility License Installer Class I or Installer Class II license through the Texas Commission on Environmental Quality (TCEQ);
   (b) Bidder's capability and documented septic tank decommissioning experience; and
   (c) Price.

   In selecting the lowest, responsive, responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Work covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder's experience as of recent date on the form entitled "Statement of Bidders Qualifications," contained herein.

7. **DISQUALIFICATION OF BIDDERS** - More than one Bid from an individual, firm,

partnership, corporation, or association under the same or different names will not be considered. If the Owner believes that any Bidder is interested in more than one Bid for the Work contemplated, all Bids in which such Bidder is interested will be rejected. If the Owner believes that any collusion exists among the Bidders, all Bids will be rejected.

8. **BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE -** It is the responsibility of each Bidder before submitting a Bid to examine the Contract Documents thoroughly; visit the sites to become familiar with local conditions that may affect cost, progress, or performance of the Work; consider federal, state, and local laws and regulations that may affect cost, progress, or performance of the Work; study and carefully correlate the Bidder's observations with the Contract Documents; and notify the City of any and all conflicts, errors, or discrepancies found in the Contract Documents. Failure to examine any form, instrument, document, or specification shall in no way relieve any Bidder from any obligation.

9. **BID SECURITY, BONDS, AND INSURANCE -** Each Bid shall be accompanied by a certified or cashier's check or approved Bidders Bond in an amount not less than 5% of the maximum total bid, payable to the City of Seguin, as a guarantee that the Bidder, if awarded the Work, will enter into an Agreement with the City, and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond within fourteen (14) days; each of said bonds to be in the amount of 100% of the contract price. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the City. If the Bidder elects to furnish a Bid Bond as its security, the Bidder shall use the Bid Bond form herein, or one conforming substantially to it in form.

10. **RETURN OF BID SECURITY -** After award of the contract, the City will return all bid securities. Bid securities will be held until the Agreement has been finally executed. They will then be returned to the respective Bidders whose Bids they accompany if not accepted for Contract agreement.

11. **INSURANCE REQUIREMENTS AND INDEMNITY –** The Contractor will procure and maintain at its own expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by the Contractor or its agents, sub-contractors or employees. Before commencing the work the Contractor will furnish to the City an original certificate or certificates in a form satisfactory to the City, showing that Contractor has complied with this paragraph and all requirements indicated in Attachment A.

12. **WAGE RATE REQUIREMENTS -** Attention is called to the fact that there must be paid on this project not less than the prevailing wage rates for Guadalupe County or, as applicable, wage rates for Federally Funded Construction Projects. Wage rates as of January 2014 are set out in the contract documents, and are subject to revisions. It shall be the duty of the Contractor to keep posted on all the latest revisions and comply fully with federal reporting requirements.

13. **SUB-CONTRACTORS –** A list of sub-contractors of the bidder must be submitted using

the forms provided. Attach to bid as necessary for the number of sub-contractors anticipated on this project. It is expressly understood that the use of any sub-contractor other than those submitted with the Bid shall require written approval from the City. All requirements, including but not limited to wage rates, payroll reporting, and debarment is extended to all sub-contractors.

14. **SUSPENSION AND DEBARMENT** - Contractors shall fully comply with the U.S. Office of Management and Budget (OMB) 2 Code of Federal Regulation (CFR) Part 180 regarding suspension and debarment. In order to participate in this contract, contractors and sub-contractors must not be suspended or debarred according to the Excluded Parties List on the System for Award Management. (See www.sam.gov)

15. **DISADVANTAGED BUSINESS ENTERPRISES (DBE) –** To ensure nondiscrimination in the award of contract under EPA financial assistance agreements, grantees, sub-grantees, loan recipients, prime contractors, and sub-contractors must comply with equal protection standards. See 40 CFR Part 33.

(a) Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor agrees to comply with the requirements of EPAs Program for Utilization of Minority and Women's Business Enterprises (MBE/WBE) as found in 40 CFR Part 33. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

(b) Contractor agrees that qualified DBEs shall have the maximum practicable opportunity to participate in the performance of the Work required under this Contract through possible sub-contracts to carry out portions of the Work or any goods and/or services procurements that directly support the required Work.

(c) The Contractor is required to make a good faith effort to include Historically Underutilized Businesses (HUBs) or DBEs on any solicitations for sub-contractors and for suppliers (vendors) of contract-required goods and/or services. Records documenting compliance with the six good faith efforts found in 40 CFR Section 33.301 shall be submitted.

(d) Contractor shall provide the attached DBE Sub-contractor Participation Form, Form 6100-2, to all its DBE subcontractors with instructions that each DBE may complete the form and submit it directly to the appropriate EPA DBE Coordinator for Region 6.

(e) Contractor must have its DBE sub-contractors complete Form 6100-3, DBE Program Subcontractor Performance Form. Contractor shall submit all Forms 6100-3 prior to the award of this contract.

(f) Contractor must complete and submit Form 6100-4, DBE Program Subcontractor Utilization Form prior to the award of this contract.

(g) Contractor must submit a completed HUB Progress Assessment Report (PAR) or the

EPA Form 5700-a (if a HUB Subcontracting Plan (HSP) is not required) with each reimbursement request submitted. At a minimum this report shall include the name of the HUB or DBE, a description of the work, services or materials provided, the amount paid to the HUB or DBE, and the name and telephone number of a contact person within the HUB or DBE.

(h) Before terminating a DBE for convenience, the Contractor must notify the City in writing for prior approval.

(i) If a DBE subcontractor fails to complete work under the subcontract for any reason, the Contractor must employ the six good faith efforts described in 40 CFR Section 33.301 when soliciting a replacement sub-contractor.

16. **PROHIBITION USE OF FEDERAL FUNDS FOR LOBBYING AND LITIGATION -** The Contractor agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The contractor agrees that none of the funds paid under this Contract will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. When Contractor applies for final payment, Contractor will certify on a written form provided by the TCEQ that Contractor has complied with this provision.

17. **DRUG FREE WORK PLACE –** The Contractor must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set for in Title 40 CFR 36.200-36.230.

18. **PAYMENT TO SUB-CONTRACTORS -** The Contractor must pay its subcontractors for satisfactory performance no more than 30 days from the Contractor's receipt of payment from the City.

19. **TIME OF COMPLETION -** Bidder must agree to commence no later than the date specified in a written "Notice to Proceed" and to **fully complete the project within 275 calendar days**.

20. **PAYMENTS –** Contractor shall submit a status report of all locations to the City's assigned Project Manager by the tenth day of each month along with requests for payment / invoices. Following the satisfactory inspection of the work by City staff, payment will be made within 30 days.

21. Bidders may submit written questions concerning these bid specifications via e-mail or fax to:

Twila Wood, Purchasing Manager
twood@seguintexas.gov
Fax No.: (830) 401-2414

SCOPE OF WORK

Required Tasks:

1. Locate and remove / collapse OSSF tank lids.
2. Pump OSSF thereby removing sewage waste.
3. Break bottom of the tank and backfill tank with soil.
4. Replace / repair soil and vegetation.
5. Transport and dispose of sewage waste at the Geronimo Waste Water Treatment Plant.
6. Document and provide manifest indicating volume of waste removed and disposed.
7. Provide photographic evidence at each location of completed OSSF decommissioning including
    a) Site before
    b) Punched tank bottom
    c) Crushed tank lid
    d) Site after
8. Each photograph shall include the written address in the picture. City suggests the use of a dry-erase board to be placed in each photograph.

General Requirements:

1. Furnish all labor, equipment, materials, supplies, transportation, and superintendence necessary to decommission up to 150 on-site sewage facilities (OSSF) located on private properties in the Oak Village North Subdivision. Specific locations will be based on homeowner participation. Quantity of 150 is estimated and cannot be guaranteed. A complete list of locations and homeowner contact information will be made available to the awarded contractor following the homeowner sign-up period which is scheduled to be completed in mid-July 2014. The decommissioning work should begin in early August 2014 and be complete by April 2015. Specific dates will be established at the issuance of a Notice to Proceed.

2. Contractor will coordinate with homeowners and their selected plumber who will connect the homeowner's sanitary sewer service to the City's system. The awarded Contractor for the decommissioning services may or may not be the plumber that the homeowner hires to connect to the sanitary sewer service. Those arrangements are solely up to the homeowner and the awarded Contractor or the homeowner's hired plumber. The financial assistance being offered to homeowners subject to this grant are strictly for OSSF decommissioning fees only.

3. Homeowners will be asked to make every effort to provide a clear obstruction-free path to the septic tank.

4. All areas disturbed during the decommissioning work shall be restored to pre-existing conditions at no additional cost to the City or property owner.

5. Contractor shall rebuild, repair, or restore soil and vegetation which has been damaged or destroyed during the course of work at the contractor's own expense.

6. Pricing shall be a Fixed Price regardless of site specific requirements, with the following exceptions:

   a) Septic system located under asphalt, concrete walkway, or other hard surface;
   b) Septic system located under wood deck or other structure making accessibility a hazard or risk to a foundation or other building component;
   c) Septic system located under or otherwise obstructed by a tree or large shrub over 6'; or
   d) Septic system inaccessible due to a fence that needs to be moved and replaced.

7. An alternative price must be pre-approved by the City prior to the commencement of work at a site with accessibility exceptions such as those listed in Item 6 above. The City expects not more than ten (10) sites will fall into these exception categories.

8. The City reserves the right to determine if a location qualifies as having accessibility exceptions. The Contractor should expect the majority of locations to be deemed accessible and should expect to encounter a variety of conditions.

9. Any site with two (2) tanks shall be considered two (2) separate job sites for billing purposes. Photographic evidence signage shall distinguish between the two tanks.

10. The City does not expect that any underground utilities would be encountered during the decommissioning process. Information and data reflected in the contract documents with respect to underground utilities at, or contiguous to, the site is based upon information furnished to the City and Contractor by the Homeowners. The City does not assume responsibility for the accuracy or completeness thereof. The Contractor shall work closely with the homeowners and the various utility owners to access the site and to secure the safety and welfare of citizens, property, and equipment.

11. Contractor shall notify the City's Planning Department prior to the commencement of work at each location. A permit to decommission the OSSF is not required, but notice to the City prior to work is required. A satisfactory inspection by City staff following the work at each location is required prior to payment.

12. Contractor shall submit a status report of all locations to the City's assigned Project Manager by the tenth day of each month showing any and all activity conducted at each location including contact with homeowner, scheduled work, work status, and completion of work. Requests for payment for completed work should be submitted with the report.

BID FORM
Bid #21-2014-36
Decommissioning On-Site Sewage Facilities Re-Bid
BID DUE DATE: July 29, 2014 at 2:30 PM

Description	Unit Price	x Estimated Quantity	= TOTAL Cost
Decommission OSSF Accessible Site, as specified	**$**	**150**	**$**

QUANTITY IS NOT GUARANTEED. ACTUAL QUANTITY WILL DEPEND ON HOMEOWNER PARTICIPATION.

Receipt is hereby acknowledged of the following Addenda to the Specifications:
ADDENDUM NO. 1 DATED _____ ADDENDUM NO. 4 DATED _____
ADDENDUM NO. 2 DATED _____ ADDENDUM NO. 5 DATED _____
ADDENDUM NO. 3 DATED _____ ADDENDUM NO. 6 DATED _____

The Undersigned affirms that it is duly authorized to submit this bid, that this bid has not been prepared in collusion with any other bidder, and that the content of this bid as to prices, terms, or conditions of said bid has not been communicated to any other bidder prior to the official opening of this bid.

The above prices shall include all labor, materials, overhead, profit, insurance, etc. to provide the finished work of the kinds specified herein. The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications to the satisfaction of the City. The undersigned Bidder hereby declares that he has carefully examined the contract documents pertaining to the work covered in the above bid, and that the bid prices(s) contained in the bid have been carefully checked and are submitted as correct and final.

The Contractor agrees to complete the project on which he has bid, as specified, within 275 consecutive calendar days. The Contractor acknowledges awareness that the estimated quantity of 150 is not guaranteed and may be more or less than that estimate.

_____ _____
Company Name Authorized Signature

_____ _____
Address Printed Name

_____ _____
City, State, Zip Code Title

_____ _____
Phone No. Fax No. Date

Email Address: _____

BID FORM
(continued)

Bid #21-2014-36
Decommissioning On-Site Sewage Facilities Re-Bid
BID DUE DATE: July 29, 2014 at 2:30 PM

CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am
_____(title)

Of the corporation named as Bidder herein; that _____ who signed

this bid on behalf of the Bidder, was then _____ (title) of said corporation;
that said bid was duly signed for and on behalf of said corporation by authority of its governing body and is
within the scope of its corporate powers.

Signature of Officer: _____

Type or Print Name: _____

Title of Officer: _____

BIDDER'S EXCEPTION FORM

Bid #21-2014-36
Decommissioning On-Site Sewage Facilities Re-Bid
BID DUE DATE: July 29, 2014 at 2:30 PM

This form must be completed and signed by an authorized representative of the company. Failure to do so may cause total bid to be rejected. If no exceptions are to proposed, indicate by stating "No Exceptions to Specifications" and sign in the appropriate space.

STATEMENT OF BIDDER:

WE PROPOSE THE FOLLOWING EXCEPTIONS TO THE SPECIFICATIONS:

SECTION	PAGE/ PARAGRAPH #	EXCEPTION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: If additional pages are needed, attach to the back of this page and note "See Page 2-Deviations" on this page.

_____ _____
Company Name Authorized Signature

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. **Bidder must submit proof of licensing as a Licensed Plumber through the Texas State Board of Plumbing Examiners and / or as a Licensed Septic Installer holding an On-Site Sewage Facility License Installer Class I or Installer Class II license through the Texas Commission on Environmental Quality (TCEQ).**

Name of Bidder: _____

Address: _____

Date Organized: _____ Date Incorporated_____

Number of Years in contracting business under present name:_____

List Names of Owners, Partners, or Shareholders:

_____

_____

_____

CONTRACTS ON HAND

Contract	Dollar Amount	Anticipated Completion Date

Type of work performed by your company:_____

Have you ever failed to complete any work awarded to you?_____

Have you ever defaulted on a contract?_____

List the projects most recently completed by your firm (include project of similar importance):

Project	Dollar Amount	Mo/Yr Completed

List the projects most recently completed by your firm that involved TCEQ:

Project	Dollar Amount	Mo/Yr Completed

Major equipment available for this contract:

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: $_____

Bank reference and bank officer:_____

Contractor shall provide a report of legal action that shall include the style, cite, substance, status, and outcome of any current/pending litigation and any litigation settled or disposed within the past ten (10) years against Contractor, Contractor's officers, Contractor's employees and Contractor's proposed subcontractors. The report shall include but not be limited to any legal action relating to the protection of the environment. The report shall detail the substance, status, and outcome of such legal action. This includes without limitation the names of the agency and/or persons bringing the action, all relevant dates, and all fines, judgments, and/or settlements. Provide detail of any ethics violations or board actions within the past ten (10) years against the contractor, including its parent, sister or subsidiary companies, and proposed sub-contractors**. If contractor has no history of legal action to report, contractor shall include a statement of "no legal action" in their bid.**

"Legal Action" means: ANY enforcement action by the United States Environmental Protection Agency, the Occupational Safety and Health Administration, any other federal agency, the Texas Commission on Environmental Quality (including its predecessor agency the Texas Natural Resource Conservation

Commission), the Texas Department of State Health Services (including its predecessor agency The Texas Department of Health), and any other state agency, commission or department, whether in Texas or elsewhere, when such enforcement action is a result of violations, real or alleged, of any laws, licenses, permits, judicial orders, or administrative orders.

"RELATING TO THE PROTECTION OF THE ENVIRONMENT" means: requirements pertaining to the manufacture, processing, distribution, use, handling, storage, transportation, reporting, records keeping, permitting, licensing, treatment, disposal, emission, discharge, spill, release, or threatened release of hazardous materials, hazardous substances, hazardous wastes, toxic substances, petroleum, industrial waste, solid waste, pollutants or contaminants into or onto the air, surface water, drinking water, groundwater, storm water, publicly owned treatment works, or land.

List all Legal Action for the past 10 years:

_____

_____

_____

Attach proof of licensing as a Licensed Plumber through the Texas State Board of Plumbing Examiners and / or as a Licensed Septic Installer holding an On-Site Sewage Facility License Installer Class I or Installer Class II license through the Texas Commission on Environmental Quality (TCEQ).

LIST OF SUBCONTRACTORS

A list of subcontractors of the bidder must be submitted using this form. Attach to Bid as necessary for the number of subcontractors anticipated on this project. Bidder shall provide the following information for each subcontractor. It is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from the City.

If no subcontractors will be used please write "Not Applicable" on this form and submit with bid.

Subcontractor: _____

Contact Person: _____Phone No. _____

Services Provided in Bid: _____

Percentage of Contract: _____%

Resume of Subcontractor (list last three consecutive projects)

1. Project: _____

Amount: _____

Owner: _____

Owner Contact: _____Phone No._____

2. Project: _____

Amount: _____

Owner: _____

Owner Contact: _____Phone No._____

3. Project: _____

Amount: _____

Owner: _____

Owner Contact: _____Phone No._____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, Contractor, as Principal,

and _____ as Surety,

are held and firmly bound unto the City of Seguin, Texas, herein called City, in the sum of:

$_____ (Figure)

_____ (Written Form)
(not less than 5 percent of the largest total amount of the bid)

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said City to perform the Work required under the Bidding Schedule(s) of the City's Contract Documents entitled:

DECOMMISSIONING ON-SITE SEWAGE FACILITIES

NOW THEREFORE, if said Principal is awarded a contract by said City, and, within the time, and in the manner required in the Notice Inviting Bids and the Instructions to Bidders, enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required Certificates of Insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and City prevails, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20_____.

_____(SEAL)
(Principal)

_____(SEAL)
(Surety)

By: _____
(Signature)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

PERFORMANCE BOND

STATE OF _____

COUNTY OF _____

We, _____(Contractor name), as Principal, and _____(bond company name), as Surety, are held and firmly bound unto the City of Seguin, Texas, as Owner, in the penal sum of_____ _____dollars ($_____), for the payment of which the Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by this bond:

The Principal has entered into a written Contract with the Owner dated _____for the _____ ("Project"), which is fully incorporated into this bond by reference.

The condition of this obligation is that if the Principal faithfully and promptly performs all work for the Project in accordance with the Contract Documents, and faithfully and promptly observes and performs all of its covenants, conditions, duties and obligations under the Contract Documents according to their true intent and meaning, then this obligation will be satisfied; otherwise it will remain in full force and effect.

If the Owner declares the Principal to be in default under the Contract, the Surety agrees to either 1) promptly remedy the default, or 2) faithfully and promptly perform and complete the Project in accordance with the Contract Documents.

The Surety, for value received, agrees that no modification, change order, extension of time, amendment or addition to the Contract, or to the plans, specifications, drawings or other Contract Documents, will in any way affect the Surety's obligation on this bond, and the Surety waives notice of any such modification, change order, extension of time, amendment or addition.

If Surety does not proceed as provided in Paragraph 2 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner.

Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

Any proceeding, legal or equitable, under this Bond may only be instituted in the district courts of Guadalupe County, Texas, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

The Surety certifies that it is authorized and admitted to write surety bonds in Texas. If this bond exceeds $100,000.00 the surety certifies that it either 1) holds a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law, or 2) has obtained qualified reinsurance for any liability in excess of $100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas, and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. This bond is governed by Chapter 2253 of the Texas Government Code, and it is provided solely for the protection of the Owner.

This bond is filed with the Owner in Guadalupe County, Texas, and the Principal and Surety agree that mandatory venue for any legal action filed upon this bond is in the District Courts of Guadalupe County, Texas.

Executed and sealed by the Principal and Surety

on_____.

_____	_____
Principal	Surety

By: _____ By:_____

Title:_____ Title:_____

Address:_____ Address:_____

_____ _____

_____ _____

Telephone Number:_____ Facsimile Number:_____

(SEAL) (SEAL)

The name and address of the Resident Agent of Surety is:

_____

_____

THIS BOND MUST BE ISSUED AFTER EXECUTION OF OWNER-CONTRACTOR AGREEMENT BY BOTH PARTIES. ATTACH ORIGINAL POWER OF ATTORNEY FOR THE SURETY'S REPRESENTATIVE TO THIS BOND.

THE ADDRESS OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT MAY BE OBTAINED FROM THE TEXAS DEPARTMENT OF INSURANCE BY CALLING 1-800-252-3439.

PAYMENT BOND

STATE OF _____

COUNTY OF _____

_____(Contractor name), of _____(address), as Principal, and _____(bond company name), as Surety, are held and firmly bound unto the City of Seguin, Texas, as Owner, in the penal sum of_____ dollars ($ _____) for the payment of which the Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by this bond.

The Principal has entered into a Contract with the Owner dated_____ for the _____ ("Project"), which is fully incorporated into this bond by reference.

The condition of this obligation is that if the Principal pays all persons who supply public work labor or material for the Project, then this obligation will be satisfied; otherwise this bond will remain in full force and effect.

This bond is provided under the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of that statute to the same extent as if it were copied at length in this document.

The Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or the plans, specifications, drawings or other Contract Documents, or to the work performed under the Contract Documents, shall in any way affect its obligation on this bond, and the Surety waives notice of any such change, extension of time, alteration or addition.

The Surety certifies that it is authorized and admitted to write surety bonds in Texas. If this bond exceeds $100,000.00 the surety certifies that it either 1) holds a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law, or 2) has obtained qualified reinsurance for any liability in excess of $100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas, and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. This bond is governed by Chapter 2253 of the Texas Government Code, and it is provided solely for the protection of the Owner.

Mandatory venue for any legal action filed upon this bond is in the District Courts of Guadalupe County, Texas.

Executed and sealed by the Principal and Surety on_____.

_____ _____

Principal Surety

By: _____ By:_____

Title:_____ Title:_____

Address:_____ Address:_____
_____ _____
_____ _____

Telephone Number:_____
Facsimile Number:_____

(SEAL) (SEAL)

The name and address of the Resident Agent of the Surety is:

_____

THIS BOND MUST BE ISSUED AFTER EXECUTION OF OWNER-CONTRACTOR AGREEMENT BY BOTH PARTIES. ATTACH ORIGINAL POWER OF ATTORNEY FOR THE SURETY'S REPRESENTATIVE TO THIS BOND.

THE ADDRESS OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT MAY BE OBTAINED FROM THE TEXAS DEPARTMENT OF INSURANCE BY CALLING 1-800-252-3439.

AGREEMENT

THIS AGREEMENT made this ____ day of _____ in the year 20__, by and between the City of Seguin, a legal entity organized and existing in the State of Texas, hereinafter designated as the City, and _____ hereinafter designated as the Contractor.

The City and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. THE WORK

The Contractor shall complete the work as specified or indicated under the Bid Schedule(s) of the City's Contract Documents entitled:

DECOMMISSIONING ON-SITE SEWAGE FACILITIES

The work is generally described as follows:

Decommissioning residential on-site sewage facilities in Oak Village North Subdivision.

ARTICLE 2. TIME ALLOWED FOR WORK: COMMENCEMENT TO COMPLETION

The work to be performed under this Contract shall be commenced on the day specified by the City in the Notice to Proceed and the work shall be fully completed within **275** calendar days after the date of commencement of the work.

ARTICLE 3. CONTRACT PRICE

The City shall pay the Contractor for the completion of the Work in accordance with the Contract Documents including any authorized changes.

ARTICLE 4. THE CONTRACT DOCUMENTS

The Contract Documents consist of: Notice Inviting Bids, General Specifications, Scope of Work, Bid Forms, Bid Bond, Corporate Resolution, Statement of Bidder's Qualifications, List of Sub-Contractors, Agreement, Performance Bond, Payment Bond, Agreement, Schedule of Prevailing Local Wage Rates, General Conditions of Bidding, all Attachments and Required Documents, Addenda Number _____ to ___, inclusive, and all Change Orders and Work Directive Changes which may be issued subsequent to the Effective Date of the Agreement and are not attached hereto.

Documents which will become part of these Contract Documents subsequent to Award consist of: Notice of Award, Certificates of Insurance, Evidence of Workers Compensation coverage, Surety's Power of Attorney (to accompany the executed Performance and Payment Bonds) and Notice to Proceed.

ARTICLE 5. PAYMENT PROCEDURES

The Contractor will prepare monthly Progress Payment Applications / Invoices based on work completed in accordance Specifications. Payments will be issued by the City as provided in the Specifications and General Conditions of Bidding.

ARTICLE 6. NOTICES

Whenever any provision of the Contract Documents requires the giving of written Notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

ARTICLE 7. MISCELLANEOUS

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. IN WITNESS HEREOF, the City and the Contractor have caused this Agreement to be executed the day and year first written above.

CONTRACTOR

_____

Company Name

_____

Signed

_____

Printed Name and Title

_____

Date

CITY OF SEGUIN, TEXAS

_____

Doug Faseler, City Manager

_____

Date

NOTICE OF AWARD

Dated _____ 20_____

To:_____
(Bidder)
Address:_____

_____

Attention: _____

At its meeting held _____ the City Council of the City of Seguin awarded your firm the contract for:

DECOMMISSIONING ON-SITE SEWAGE FACILITIES

Said Award being based on your apparent successful Bid dated _____and bearing a total Bid Price of:

_____ ($_____)

Work to be performed under this contract is to be completed within __**275**_____ calendar days.

You must comply with the following conditions within fourteen (14) calendar days of the date of this Notice of Award, by _____ 20_____.

1. You must deliver to the City two (2) fully executed counterparts of the Agreement.

2. You must deliver with the executed Agreements, the executed Payment and Performance Bonds (with Surety's Power of Attorney attached) and the Insurance Certificates as specified in Attachment A of the Bid Documents.

Failure to comply with these conditions within the time specified will entitle the Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within fourteen (14) calendar days after you comply with these conditions, the Owner will return to you two (2) fully executed copies of the Agreement and the Notice to Proceed.

CITY OF SEGUIN, TEXAS

By_____

Title_____

NOTICE TO PROCEED

Dated _____ 20_____

To:_____
(Bidder)
Address:_____

_____

Attention: _____

Contract for: **DECOMMISSIONING ON-SITE SEWAGE FACILITIES**

You are hereby notified that the Contract Time under the above Contract will commence on: _____,20_____.

By that date, you are to start performing your obligations under the Contract Documents. In accordance with the provisions for beginning and completion of the work in the Specifications, the Time and Date of Completion are:

> **275** calendar days after the date of commencement of the work specified above, or not later than_____,20_____.

Before you may start any work at the site, you must:

_____

_____

_____

CITY OF SEGUIN, TEXAS

By_____

Title_____

GENERAL CONDITIONS OF BIDDING

These general conditions apply to any procurement of products or services by the City of Seguin. Failure to comply with these General Conditions of Bidding may result in the bid being disqualified.

1. DEFINITION OF TERMS

A. "Bid documents" mean the entire packet of documents provided to bidders, including, but not limited to the General Conditions of Bidding, General and/or Technical Specifications, Special and Supplementary Conditions, Information to Bidders, Bid Form(s) and any Addendum.

B. "Bidder" means a person or firm submitting a bid, proposal, or quote to provide equipment, material, and/or services necessary in the performance of these specifications, and competing for award of a contract.

C. "Bid" or "Proposal" means an offer to perform or provide the requirements specified herein. "Furnish" or "provide" means to supply, equip, and deliver the specified equipment, material and/or services to the Purchaser.

D. "Formal Bid" is a formally advertised solicitation for acquiring goods, services, and construction that requires a public opening of sealed bids or proposals.

E. "Informal Bid" is a competitive bid or price quotation for supplies or services under $50,000 that is conveyed by letter, telephone, or other means and does not require a sealed bid, public opening, or public reading of bids.

F. "City", "Purchaser", or" Owner" shall refer to the City of Seguin, PO Box 591, Seguin, Texas 78156-0591.

G. "Contract" means the contract awarded pursuant to this solicitation.

H. "Contractor" or "Vendor" means the bidder to which a contract award has been made by the City.

I. "Purchase Order" means the document issued by the City that creates a legal binding contract between the City and the Contractor and authorizes the Contractor to ship goods pursuant to the contract.

2. SUBMISSION OF BIDS

A. All bids must be on blank forms furnished by the Purchasing Department and must be written in ink or typed. Pencil quotations will not be considered. Proposals must be submitted on the forms or in the format called for in specifications. Each must be executed personally by the bidder, or if executed by an agent, a power of attorney or other evidence of his authority to act on behalf of the bidder must accompany the bid. If the bidder is a corporation, the certificate of corporate bidder must be executed under the corporate seal by some duly authorized officer of the corporation other than the officers signing the bid. By execution of the bid, the bidder accepts all general and special conditions of the contract and the specifications.

B. **Forma**l sealed bids and proposals must be received at the date, time, and place specified in the bid document packaged in a sealed envelope (8 1/2" x 11" minimum) clearly marked with the bid or project name, bid number, and date/time of opening, unless otherwise specified. An early postmark will not suffice. Bids and proposals will be publicly opened and read followed by evaluation and award at a later date**. Formal bids and proposals may NOT be faxed or submitted via e-mail.**

C. Informal bids are due at the date, time, and place stated in the bid document**. Informal bids may be faxed or submitted via e-mail.**

D. Each Bidder agrees that its price will remain firm and subject to acceptance by the City for a period of sixty (60) calendar days from the bid opening date. The prices quoted in the bid shall not be subject to escalation except where otherwise clearly indicated by the Bidder or by the City in bid documents. The basis for the escalation shall be clearly indicated in either case.

E. All information required by the bid documents will be furnished. The bidder will print or type its name, in ink, and manually sign the bid sheet. The bid sheet, with original signatures, must be submitted.

F. All prices shall be quoted as required in the specifications. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price show and the total price shown, the unit price will govern.

G. No change in price will be considered after bids have been opened. The City reserves the right to negotiate prices as submitted by proposal as allowed by state statute.

H. In case of ambiguity or lack of clarity in stating prices in the bid, Purchaser reserves the right to adopt the price written in words or reject the bid. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

I. If this bid is altered, any erasure or alteration of figures on the item on which the erasure or alteration is made must be initialed by signee of this bid.

J. The City reserves the right to extend the bid closing time and date. Notification will be made by addendum.

K. The City reserves the right to increase or decrease the quantity specified, unless the bidder specified otherwise.

3. WITHDRAWAL OF BIDS

A. A Bidder may withdraw a bid before Council acceptance of the bid without prejudice to himself by a written request addressed to the Purchasing Manager.

B. If there is an honest mistake in the bid, due to clerical errors, and the bidder calls attention thereto promptly, the bidder will not be bound by the bid.

C. When the mistake was a result of a bidder's negligence, and City has no knowledge of the mistake when bids were opened, and awarded a contract based on the bid, bidder will not be released and shall be bound by the bid.

D. If a mistake is not discoverable and verifiable by the City, bidder's incorrect interpretation of Engineering specifications set forth in a construction contract will not release him from his obligations, once a contract has been awarded by City Council and bidder has received notice of such award.

4. GENERAL CONDITIONS

Bidders will submit their bids or proposals upon the following express conditions:

A. Bidders shall thoroughly examine all drawings, specifications, plans, schedules, instructions, and all other contract documents pertaining to this bid.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials or equipment as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

C. If any bidder is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, they may submit a written request for clarification to the Purchasing Manager. A request for clarification should be submitted by the deadline, if any, indicated in the specifications.

D. All materials, equipment, supplies which are new, non-standard to the City of Seguin, and/or items which are to be listed as an alternate or exception must be pre-approved PRIOR to placing them on a bid proposal. In order to fairly evaluate all bids, sufficient time requirements for possible field testing or demonstrations should be allowed.

E. Bidders are advised that City contracts are subject to all legal requirements under Local, State and Federal statutes, ordinances, and regulations. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.

F. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee.

G. The City of Seguin is committed to maintaining fair and open competition as required by local, state, and federal laws and statutes. Every effort is made to maintain the highest level of ethical conduct in every aspect of the procurement process. Sharp business practices or high-pressure tactics will not be tolerated. Qualification and selection of vendors is based on those vendors who share the same high standards of ethical conduct.

5. DESCRIPTION OF GOODS

A. Any catalog or manufacturer's reference in this bid is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Any such references are made a part of these contract documents as if incorporated verbatim herein.

B. The term "Or Equal", if used, is intended to allow substitution of a brand which has all the essential performance, features, reliability, and other salient characteristics as the brand name and model stated in the item description. "Or Equal" is intended to establish a level of quality and function and is not to be interpreted as a preference for a particular brand. Other brands meeting these minimum requirements will be accepted. Bid submitted on an "Or Equal" item must clearly identify the proposed product, the quantity of the product, model, and type, as applicable.

C. Alternate bids will not be considered unless expressly authorized by the bid documents.

6. PREPARATION OF BID

Bidders will prepare bids in accordance with the following:

A. Specifications are written to encourage competition. The specifications herein shall be the basis of comparison between bidders. There is no intent to discriminate against any supplier or vendor but rather, to set a definite standard of performance. Bidders are required to quote services and/or equipment that will meet or exceed the minimum or maximum specifications herein.

B. Any omission in the specifications of any minor requirement necessary to make each unit complete and functional shall not relieve the Supplier of responsibility to furnish any material or equipment necessary.

C. The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

D. Bidders shall not include federal taxes nor State of Texas limited sales, excise and use taxes in bid prices since the City of Seguin is exempt from payment of such taxes under section 151.309 of the Texas Tax Code.

E. By submitting a bid, each bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision.

F. By submitting a bid, each bidder certifies that it does not currently owe any money to the City.

G. The City is exempt from the Federal Excise and Transportation Tax, and the Limited Sales and Use Tax. Unless the bid form or specification specifically indicates otherwise, the price bid must be net exclusive of the above mentioned taxes, and will be so construed.

H. Prompt payment discounts will not be considered in determining low bids and making awards.

7. BID DEPOSIT

No bid deposit will be expected of bidder UNLESS specifications expressly provide otherwise. If a bid bond is required, the submitted bond may be in the form of a cashier's check, cash, a certified check made payable to the City of Seguin or an original bond submitted in the form required by the City in the Bid Documents. The bond shall be executed by a surety authorized by the Texas State Insurance Commission and must be signed by both the surety and the bidder. Should a bid deposit be presented in a form not acceptable to the City, the bid will not be considered.

8. EXCEPTIONS

If Bidder takes exceptions to any provisions of the specifications, the exceptions must be specifically and clearly identified by section in Bidder's bid, and Bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire bid document.

9. ADDENDA

Any clarification or interpretation of the bid, if made, will be made only by written addendum issued through the Purchasing Department and signed by the City of Seguin Purchasing Manager. A copy of such Addendum will be mailed or delivered to each person receiving bids. Addenda to the bid documents may be issued in response to a request for clarification or objection, or for any other reason the City considers advisable. Once issued, an addendum becomes a part of the bid documents. All addenda can be viewed and downloaded at the City's website: www.seguintexas.gov. It is the bidder's responsibility to check this site to determine if the City has issued any addenda. The City will not be responsible for any other explanation or interpretation of the bid made or given prior to the award of the contract.

10. REJECTION OF BIDS

A. The City of Seguin reserves the right to accept or reject any or all bids, and to waive any informalities and technicalities. The City of Seguin shall consider all factors it believes to be relevant in

selecting the offer that provides the best value for the City including, but not limited to, the offered price. Causes for bidder disqualification and rejection of bids may include, but shall not be limited to:

1. Bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Purchaser may make such investigation as is deemed necessary to determine the ability of the Bidder to provide the equipment, material, and/or services as required by this specification and to determine the adequacy of the proposed equipment, material, and/or services. The Bidder shall furnish, upon request, all such data and information requested for this purpose. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

2. Bidder's current violation of any City ordinance.

3. Bidder's misstatement or concealment of any material fact in the bid.

4. Bid or proposal's nonconformance to law or the requirements of the bid specifications.

5. Failure to use or properly complete the bid/proposal form furnished by the City of Seguin.

6. Lack of signature by an authorized representative on the proposal form.

7. Alteration of bid form.

8. Evidence of collusion among proposers.

9. Omission of proposal guarantee (if required).

10. In the event that a bidder is, or subsequently becomes, delinquent in the payment of his, her or its City taxes, including state and local sales taxes, or any other City financial obligation, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract.

11. AWARD

A. The City reserves the right to award a bid or contract to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the City. Factors to be considered in the evaluation of the bids are price, quality, reputation and experience of Bidder, past relationship with City, long term cost, safety record, operating history of equipment, conformance to specifications, delivery, and other factors as deemed appropriate by the Purchaser.

B. The City reserves the right to reject or accept all or any combination of bids deemed advantageous to the City.

C. The City reserves the right to reject or accept all or any combination of base bid plus alternative bids when alternate bids are called for in bid documents, subject to available funding.

D. Contractor is an independent contractor. Award of a contract does not create a joint venture between the Contractor and the City.

12. CONTRACT

A. City's Bid Documents combined with the Vendor's response (bid or proposal) submitted to and accepted by the City, constitutes a contract between the City of Seguin and the selected vendor at the time the Seguin City Council awards the contract to such vendor.

B. No further documentation is required, although the contracting parties may supplement the contract with further documentation. By submitting a bid or proposal, the vendor agrees to comply with the Terms and Conditions and other requirements set forth in the Bid Documents and to be further bound to the representations and information the vendor provides in the response.

C. Acceptance of bidder's offer may be in the form of a "Notice of Award", a Purchase Order (P.O.) or a "Contract".

13. RESERVATIONS

THE CITY EXPRESSLY RESERVES THE RIGHT TO ACCEPT, REJECT OR CANCEL ANY AND ALL BIDS and:

A. Waive any defect, irregularity, or informality in any bid or bidding procedure;

B. Reissue a bid invitation or proposal;

C. Procure any item by other allowable means;

D. Waive minor deviations from the specifications when a bid meets the intent of the specifications and consider such bid if it is determined the bid's total cost is lower, the purpose for the bid is improved or not impaired, the bid amounts to the best value for the City, and/or the waiver otherwise results in a measurable benefit on behalf of the City.

E. Extend any contract when most advantageous to the City as provided by original contract conditions.

14. WARRANTIES

A. WARRANTY FOR PRODUCT: The Contractor warrants to the City that all goods delivered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, will be of merchantable quality, good workmanship, free from defects, and fit for all purposes specified in this contract. The Contractor shall not Limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the City. The Contractor will provide copies of applicable warranties or guarantees to the Purchasing Manager. The City may return goods not meeting applicable warranties to the Contractor at the Contractor's expense.

B. WARRANTY FOR PRICE: The City will pay the price for goods specified by the Contractor's bid. The Contractor warrants its price to be no higher than the Contractor's current prices or charges on orders by others for products or services of the kind and specification covered by this bid contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices or charges shall be reduced to Contractor's current prices or charges on orders by others, or in the alternative, City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

C. SAFETY WARRANTY: Contractor warrants that the goods sold to the City conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) as amended. In the event the goods do not so conform, the Contractor must correct or replace the goods at the Contractor's expense. If the Contractor fails to do so within a reasonable time, the City, at its discretion, may cause the correction to be made at the Contractor's expense, or may return the goods at the Contractor's expense and terminate this contract.

15. PROTESTS

A. The City Council is the final authority on issues relating to this contract. The Purchasing Manager is the City's representative in the award and administration of this contract, and will issue and receive all documents, notices, and correspondence.

B. Any protest to the City's consideration of any bid must be submitted in writing and delivered to the City of Seguin, ATTN: Purchasing Manager.

C. The protest may be delivered in person to the Purchasing office located at 816 Fred Byrd Drive, Seguin, Texas, or by certified mail, return receipt requested, to the following address: City of Seguin, Purchasing Department, ATTN: Purchasing Manager, PO Box 591, Seguin, Texas 78156-0591.

D. The written protest must include the following information before it may be considered by the City:

1. Name, mailing address, and business phone number of the protesting party;
2. Identification of the bid or proposal being protested;
3. A precise and concise statement of the reason/reasons for the protest which should provide enough factual information to enable the City to determine the basis of the protest;
4. Any documentation or other evidence supporting the protest.

E. The Purchasing Department, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the City's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the City Manager. If the Purchasing Department is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the City Manager.

F. A request for the City Manager's review must be in writing and received by the Purchasing Department within three (3) business days from the date the Purchasing Department informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing Department at the address stated above or by certified mail, return receipt requested, to the mailing address stated above. If the protesting party fails or refuses to request a review by the City Manager within the three (3) days, the protest is deemed finalized and no further review by the City is required. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing Department before review by the City Manager. If the protesting party requests a review by the City Manager, such documentation will be forwarded to the City Manager for consideration. The City Manager may likewise notify the protesting party or any City department to provide additional information.

G. The decision reached by the City Manager will be final, but the protesting party may still appear before the City Council during the hearing of citizens' session.

16. SHIPMENT & DELIVERY

A. Bidder is to quote its lowest and best price F.O.B. Destination on each item to shipping location in Seguin, Texas unless otherwise specified in the bid documents. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may be taken if earned.

B. The bidder certifies all materials, parts, and equipment supplied or represented in response to this bid shall be new and unused unless noted elsewhere in the bid documents.

C. The title and risk of loss of the goods will not pass to the City until receipt and acceptance takes place at the FOB point. The City department receiving deliveries or issuing purchase orders under this contract will inspect and accept any and all deliveries made and may reject those items which are damaged or which do not conform to the specifications. The Contractor is responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries at no additional cost.

D. Delivery dates pertaining to this specification must be clearly stated in the bid form where required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disqualified. Proposed delivery time must be specific and such phrases "as required", "as soon as possible", or "prompt" may result in disqualification of the bid.

E. Vendor must keep the City advised as to the status of the delivery. When delivery delay can be foreseen, the Vendor shall give prior notice to the City.

F. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

17. REJECTIONS

A. Delivered articles not in accordance with samples and specifications must be removed by the bidder at his expense. All disputes concerning quality of supplies delivered under this proposal will be determined by the City's Purchasing Manager or his/her designated representative.

B. All articles enumerated in the proposal shall be subject to inspection or delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be reported to the Purchasing Manager who shall have the right to reject the whole or any part of the same.

18. PAYMENTS

A. Payment of invoices by the City shall be made thirty (30) days after receipt and acceptance of all equipment or performance of services covered by each purchase order or following the receipt of an accurate invoice, whichever is later, in compliance with state statute. Bidder shall state his bid in accordance with the standard payment terms and conditions of the City of Seguin of Net 30 days. All bids must be stated in terms of dollars and cents, the bidder's lowest, best, and final price.

B. Invoices submitted or otherwise used pursuant to the bid awarded under this IFB shall be presented to the City in the following form and content:

1. Each invoice must reference the City of Seguin contract, agreement, or P.O. number;

2. Only one contract, agreement, or project shall be billed on a particular invoice;

3. Each invoice must have a billing or invoice number and an Invoice Total.

C. The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by the City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

19. ASSIGNMENT

No right or interest in the contract shall be assigned, nor delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

20. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

21. FORCE MAJEURE

In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events outside of their control such as acts of God, war, riot, or civil

commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

22. GRATUITIES

The City may, by written notice to the Vendor, cancel this contract without liability to the City if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event City, as set forth in this paragraph, cancels this contract the City shall be entitled to recover from the Vendor all additional costs incurred by City as a result of the cancellation.

23. TERMINATION

A. DEFAULT: Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within 10 days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed 10 days will authorize the other party to terminate this agreement by written notice.

B. CONVENIENCE: The City reserves the right to terminate this contract upon 30 days written notice for any reason deemed by the City Council to serve the public interest. Termination for convenience will not be made when termination is authorized under any other provisions of this contract. In the event of such termination the City will pay the Contractor those costs directly attributable to supplies obtained in compliance with the contract prior to termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the normal course of doing business. The City is not liable for loss of any profits anticipated to be made hereunder.

C. FUNDING: The City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

D. FUNDING OUT: The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeur shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.

24. ENTIRETY OF AGREEMENT/AMENDMENTS

This represents the entire agreement between the parties relating to the subject matter of this contract. Any prior agreements, promises, negotiations, or representations between the parties are not binding unless included in this contract. All amendments to this contract must be in writing and executed by both parties.

25. SEVERABILITY

In case any one or more of the provisions contained in this contract is held to be invalid or unenforceable in any respect by a court of proper jurisdiction, the invalidity, illegality or unenforceability will not affect any other provision of this contract, and this contract will be construed as if the invalid or unenforceable provision was not contained herein.

26. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance

detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

27. INDEMNITY

The Vendor will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts errors or omissions of the Vendor, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Vendor or its agents or employees. This obligation by the Vendor will not be limited by reason of the specification of any particular insurance coverage required under this Agreement.

28. PATENTS

The bidder agrees to indemnify and save harmless the City, the Purchasing Manager, and his/her assistants from all suits and actions of every nature and description brought against it or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliances, products or processes are used.

29. CONFIDENTIALITY

The City of Seguin is governed by the Public Information Act ("The Act"), Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under The Act. On each page where proprietary information appears, information considered confidential must be labeled. Failure to so label the proprietary or confidential information shall be considered as a waiver of any confidentiality rights or interests. Disclosure of requested information will be determined in accordance with the Texas Public Information Act. You are not encouraged to submit such data and information unless it is absolutely required to understand and evaluate your response. If such data and information is submitted, you agree that the City shall not be liable for disclosure of such data and information and hereby release the City from any liability. In the event a request for public information is filed with the City which involves information labeled as confidential, you will be notified by the City of the request so that you will have an opportunity to contact the Attorney General as to why such information should not be released.

30. ANTI-LOBBYING PROVISION

Bidders are prohibited from directly or indirectly communicating with City Council members regarding the Bidder's qualifications or any other matter related to the eventual award of a contract for the services requested under this Invitation for Bids. Bidders are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the Bidder from the selection process.

Upon issuance of the Invitation for Bids, all bidder communications and requests for clarification or objections shall be directed in writing to the Purchasing Manager for response, determination and dissemination to all bidders. Any communication by bidders or their representatives toward other city officers or employees regarding this Invitation for Bids or the award of a contract are prohibited

and will constitute grounds for disqualification of a proponent. A lobbyist or a proponent or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any City official under personal obligation to the lobbyist or proponent.

31. CONFLICT OF INTEREST

A person or vendor seeking to contract with the City must file a Conflict of Interest Questionnaire (CIQ) if the person has a business relationship with the City, and either: has a business relationship with a city official or a city official's family member; or has given a gift worth more than $250 to a city official or city official's family member within the previous 12-month period. A vendor required to file a CIQ must do so with the City Secretary within seven business days of: (1) beginning contract discussions with the city; (2) submitting to the City an application, response to a request for proposals or bid; or (3) learning of the existence of the applicable business relationship. Vendors should see Texas Local Government Code Chapter 176 in an effort to determine its applicability. The conflict of interest questionnaire form is included herein and is available from the Texas Ethics Commission at www.ethics.state.tx.us.

32. LOCAL VENDOR PREFERENCE POLICY

Texas Local Government Code, Sections 271.905(a) and 271.9051 allow the City to consider a vendor's principal place of business in awarding certain contracts by way of competitive bids. This consideration is in effect to promote economic development opportunities through the contract by employing local residents and increasing tax revenue. The City of Seguin applies a local vendor preference to bids in compliance with state statute.

33. NOTICES

All notices called for or required by this agreement will be addressed to Purchasing Manager, City of Seguin, 205 N. River Street, Seguin, Texas 78155, or such other party or address as either party designates in writing, by certified mail, postage pre-paid, or by hand delivery, and will be effective five days after mailing.

34. QUESTIONS

Questions regarding interpretation of specifications, bids, bid results or bid awards should be directed in writing to the Buyer or Purchasing Technician indicated in the General and/or Technical Specifications, or the Purchasing Manager, twood@seguintexas.gov and be referenced by bid number.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

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

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

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

4

_____ _____

Signature of person doing business with the governmental entity Date

ATTACHMENT A

(Revised 2/18/14)

INSURANCE

SECTION A. Prior to the approval of this contract by the City, CONTRACTOR shall furnish a completed Insurance Certificate to the Purchasing office. The certificate shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE IS RECEIVED BY THE CITY OF SEGUIN'S PURCHASING DEPARTMENT, and no officer or employee of the City shall have authority to waive this requirement.

INSURANCE COVERAGE REQUIRED

SECTION B. CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by CITY, based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

SECTION C. Subject to CONTRACTOR'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amount(s):

	TYPE	AMOUNT
1.	**Workers' Compensation** and **Employer's Liability**	Statutory
	NOTE: For building or construction projects, and services provided at City-owned facilities, the successful Contractor shall meet the minimum requirements defined in the Texas Workers' Compensation Commission Rule 28 TAC §110.110 which follows this insurance attachment.	
2.	**Commercial General (public) Liability** including coverage for the following:	
	a. Premises operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury f. Contractual liability g. Medical payments h. Professional liability* i. Underground hazard* j. Explosion and collapse hazard* k. Liquor liability* l. Fire legal liability* m. City's property in Contractor's* care, custody, or control n. Asbestos specific liability*	Combined single limit for bodily injury and and property damage of $500,000 per occurrence or its equivalent with an aggregate limit of $1,000,000.
	* **Not required for this contract**	
3.	**Comprehensive Automobile Liability** insurance, including coverage for loading and unloading hazards, for:	Combined single limit for bodily injury and property damage of $500,000 per occurrence or equivalent.

a. Owned/leased vehicles
b. Non-owned vehicles
c. Hired vehicles

4.	**Errors and Omissions** insurance policy (when applicable)	Provide a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents thereof.

ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

CONTRACTOR agrees with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions.

a. Name the City of Seguin and its officers, employees, and elected representatives as an Additional Insured(s), (as the interest of each insured may appear) to all applicable coverage.

b. Provide for 30 days notice to City for cancellation, non-renewal, or material change.

c. Provide for notice to City at the address shown below by registered mail.

d. CONTRACTOR agrees to waive subrogation against the City of Seguin, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.

e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

f. For coverages that are **only** available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five years which shall begin at the end of the warranty period.

NOTICES

CONTRACTOR shall notify CITY in the event of any change in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to CITY at the following address:

Purchasing Department
City of Seguin
P.O. Box 591
Seguin, Texas 78156

SECTION D. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate CONTRACTOR from liability.

WORKERS COMPENSATION INSURANCE
for
Building or Construction Projects and Services Provided at City-Owned Facilities

TEXAS WORKERS' COMPENSATION COMMISSION RULE 28 § 110.110

****

As required by the Texas Workers' Compensation Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

Workers' Compensation Insurance Coverage

A. Definitions:

1. Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

2. Duration of the project-includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City of Seguin.

3. Persons providing services on the project ("subcontractor" in Section 406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the City of Seguin prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Seguin showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Seguin:

1. A certificate of coverage, prior to that person beginning work on the project, so the City of Seguin will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

G. The Contractor shall notify the City of Seguin in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and

stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

3. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. Obtain from each other person with whom it contracts, and provide to the Contractor:

   a. A certificate of coverage, prior to the other person beginning work on the project; and

   b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

6. Notify the City of Seguin in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City of Seguin that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City of Seguin to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City of Seguin.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

2. Remodeling, extending, repairing, or demolishing a structure; or

3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

CITY OF SEGUIN
INSURANCE REQUIREMENT AFFIDAVIT

To be Completed By Appropriate Insurance Agent

and submitted with bid proposal.

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Seguin, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

_____ _____
Agent (Signature) Agent (Print)

Name of Agency/Broker: _____

Address of Agent/Broker: _____

City/State/Zip: _____

Agent/Broker Telephone #: (_____) _____

CONTRACTOR'S NAME: _____
(Print or Type)

NOTE TO AGENT/BROKER

If this time requirement is not met, the City has the right to invalidate the bid award and award the contract to the next lowest bidder meeting specifications. Should an awarded bid be invalidated the Contractor may be liable for breach of contract. If you have any questions concerning these requirements, please contact the Purchasing Manager for the City of Seguin at (830) 401-2451

General Decision Number: TX140061 01/03/2014 TX61

Superseded General Decision Number: TX20130061

State: Texas

Construction Type: Building

Counties: Atascosa, Comal, Goliad, Guadalupe, Victoria and Wilson Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/03/2014

* SUTX1992-007 05/14/1992

	Rates	Fringes
Air Conditioning Mechanic	$ 8.50	
BRICKLAYER	$ 10.18	
CARPENTER	$ 8.11	
CEMENT MASON/CONCRETE FINISHER	$ 9.00	
ELECTRICIAN	$ 8.50	
FLOOR LAYER: CARPET (SOFT) FLOOR	$ 7.40	
GLAZIER	$ 8.50	
Insulator	$ 7.25	
IRONWORKER	$ 7.29	
LABORER	$ 7.25	
PAINTER	$ 7.25	
PLASTERER	$ 11.00	
Plumbers and Pipefitters	$ 8.22	
Power equipment operators:		
Backhoe	$ 7.58	
Cherry Picker Crane	$ 9.00	
Roofers:		

Kettlemen.....$ 7.53
Roofers.....$ 9.09
Waterproofers.....$ 7.25

Sheet metal worker.....$ 10.94

TRUCK DRIVER.....$ 7.25

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: TX140016 01/03/2014 TX16

Superseded General Decision Number: TX20130016

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Modification Number	Publication Date
0	01/03/2014

* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.56	
ELECTRICIAN	$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.94	
Structures	$ 12.87	
LABORER		
Asphalt Raker	$ 12.12	
Flagger	$ 9.45	
Laborer, Common	$ 10.50	
Laborer, Utility	$ 12.27	
Pipelayer	$ 12.79	
Work Zone Barricade Servicer	$ 11.85	
PAINTER (Structures)	$ 18.34	
POWER EQUIPMENT OPERATOR:		
Agricultural Tractor	$ 12.69	
Asphalt Distributor	$ 15.55	
Asphalt Paving Machine	$ 14.36	
Boom Truck	$ 18.36	
Broom or Sweeper	$ 11.04	
Concrete Pavement Finishing Machine	$ 15.48	

Crane, Hydraulic 80 tons
or less.....$ 18.36
Crane, Lattice Boom 80
tons or less.....$ 15.87
Crane, Lattice Boom over
80 tons.....$ 19.38
Crawler Tractor.....$ 15.67
Directional Drilling
Locator.....$ 11.67
Directional Drilling
Operator.....$ 17.24
Excavator 50,000 lbs or
Less.....$ 12.88
Excavator over 50,000 lbs...$ 17.71
Foundation Drill, Truck
Mounted.....$ 16.93
Front End Loader, 3 CY or
Less.....$ 13.04
Front End Loader, Over 3 CY.$ 13.21
Loader/Backhoe.....$ 14.12
Mechanic.....$ 17.10
Milling Machine.....$ 14.18
Motor Grader, Fine Grade....$ 18.51
Motor Grader, Rough.....$ 14.63
Pavement Marking Machine....$ 19.17
Reclaimer/Pulverizer.....$ 12.88
Roller, Asphalt.....$ 12.78
Roller, Other.....$ 10.50
Scraper.....$ 12.27
Spreader Box.....$ 14.04
Trenching Machine, Heavy....$ 18.48

Servicer.....$ 14.51

Steel Worker
Reinforcing.....$ 14.00
Structural.....$ 19.29

TRAFFIC SIGNAL INSTALLER
Traffic Signal/Light Pole
Worker.....$ 16.00

TRUCK DRIVER
Lowboy-Float.....$ 15.66
Off Road Hauler.....$ 11.88
Single Axle.....$ 11.79
Single or Tandem Axle Dump
Truck.....$ 11.68
Tandem Axle Tractor w/Semi
Trailer.....$ 12.81

WELDER.....$ 15.97

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

NAME OF SUBCONTRACTOR[1]	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR

Subcontractor Signature

Title/Date

[1]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR[1]	PROJECT NAME
ADDRESS	BID/PROPOSAL NO.
TELEPHONE NO.	E-MAIL ADDRESS

PRIME CONTRACTOR NAME

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR

Currently certified as an MBE or WBE under EPA's DBE Program? _____ Yes _____ No Signature of Prime Contractor Date Print Name Title _____

_____ Signature of Subcontractor Date

_____ _____ Print Name Title

[1]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors[1] will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature of Prime Contractor _____ Date _____

Print Name _____ Title _____

[1]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

The Texas Commission on Environmental Quality
EPA Disadvantaged Business Enterprise (DBE) Program Self–Certification Form

Solicitation # (if applicable)		Fed. Tax or Vendor ID	
Company Name:			
Address:			
City, State, Zip:			
Phone #:		Fax #:	
Email Address:			

To qualify for EPA DBE Status *all* of the following must apply:

√	Certifying Eligibility Criteria:	Indicate Certifying Entity :
☐	Texas Certified Historically Underutilized Business (HUB)	Texas Comptroller of Public Accounts (CPA-TPASS)
☐	***Personal Net Worth less than $750,000 for each individual claiming disadvantage status** (Excludes equity of primary residence and individual's ownership interest in company). These individuals must own at least 51% of the company and have a managing control in the daily operations. See 40 CFR 33.201. Personal Net Worth is determined as per 13 CFR 124.104(2) and 124.105(c)(2).	

Or (at least one below must apply)

√	Certifying Eligibility Criteria:	Indicate Certifying Entity :
☐	Minority-Owned Business	
☐	Woman-Owned Business	
☐	Disabled-American Business	
☐	Native-American Small Business	
☐	**HUBZone Empowerment Contracting Program	**Small Business Administration**
☐	**Small Business – Meets Small Business Administration (SBA) size standards for a small business. SBA size standards are located at http://www.sba.gov/idc/groups/public/documents/sba_homepage/serv_sstd_tablepdf.pdf. Please note, if your firm qualifies as a Small Business, you may self-certify your company with SBA. You can not claim Small Business status unless you are SBA certified. More information on Small Disadvantage Business certification is available at http://www.sba.gov/aboutsba/sbaprograms/sdb/index.html.	
☐	Historically Black College/University (HBCU) or Minority Institution (MI). The Secretary of Education must designate HBCUs/MIs, see list at http://www.ed.gov/about/offices/lists/ocr/edlite-minority inst.html	

**Certification must be currently listed in the federal database - Central Contractor Register (CCR) www.CCR.gov

And (all below must apply)

√	Certifying Eligibility Criteria:
☐	United States Citizen
☐	***Personal Net Worth less than $750,000 for each individual claiming disadvantage status** (Excludes equity of primary residence and individual's ownership interest in company). These individuals must own at least 51% of the company and have a managing control in the daily operations. See 40 CFR 33.201. Personal Net Worth is determined as per 13 CFR 124.104(2) and 124.105(c)(2).
☐	Company meets other certifying criteria listed in Section 8(a)(5) and (6) of SBA Act, 15 USC 631 et seq. See Website for eligibility: http://www.arnet.gov/far/current/html/Subpart%2019_7.html

Please Note, it is your responsibility to notify TCEQ if your size, ownership status, net worth or certification status changes

By execution of this form, you attest the information provided is accurate and true.

Print Name	**Title**
Signature	**Date**

*Important - *Under 15 USC 645(d), any person who misrepresents its size or net worth status shall (1) be punished by a fine, imprisonment or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.*

Please note, EPA DBE Program authority is stated in 40 CFR 30, 31, 33, 35 and 40 and is **NOT** the Department of Transportation (DOT) DBE program that is under the authority of 49 CFR 26, however, most DOT DBEs are recognized as eligible EPA DBE participants.

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA ASSISTANCE

PART I - GENERAL

1. RECIPIENT	2. ASSISTANCE IDENTIFICATION NO.
3. NAME OF CONTRACTOR OR SUBCONTRACTOR	4. DATE OF PROPOSAL
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR	6. TYPE OF SERVICE TO BE FURNISHED

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
		$	$	
DIRECT LABOR TOTAL:				$

8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE =	ESTIMATED COST	
		$	$	
INDIRECT COSTS TOTAL:				$

9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			$	
(2) PER DIEM			$	
TRAVEL SUBTOTAL:			$	
b. EQUIPMENT, MATERIALS, SUPPLIES *(Specify categories)*	QTY	COST	ESTIMATED COST	
		$	$	
EQUIPMENT SUBTOTAL:				
c. SUBCONTRACTS			ESTIMATED COST	
			$	
SUBCONTRACTS SUBTOTAL:			$	
d. OTHER (Specify categories)			ESTIMATED COST	
			$	
OTHER SUBTOTAL:			$	
OTHER DIRECT COSTS TOTAL:				$

10. TOTAL ESTIMATED COST	$
11. PROFIT	$
12. TOTAL PRICE	$

PART III - CERTIFICATIONS

13. CONTRACTOR OR SUBCONTRACTOR

This proposal is submitted for use in connection with and in response to (1) _____
_____ . This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of (2) _____ and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

(3)

DATE OF EXECUTION

SIGNATURE OF COMPOSER

TITLE OF COMPOSER

14. LOAN RECIPIENT

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

_____

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

United States
Environmental Protection Agency

EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

APPLICANT'S ORGANIZATION

Typed Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date of Signature

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year_____ quarter_____ date of last report_____

4. Name and Address of Reporting Entity: ☐ **Prime** ☐ **Subawardee** Tier _____, *if known:* **Congressional District**, *if known:*	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** **Congressional District**, *if known:*
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*:_____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*If individual, last name, first name, MI*):	**b. Individuals Performing Services** *(including address if different from No. 10a)* (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature:_____ Print Name:_____ Title:_____ Telephone No.:_____ Date:_____

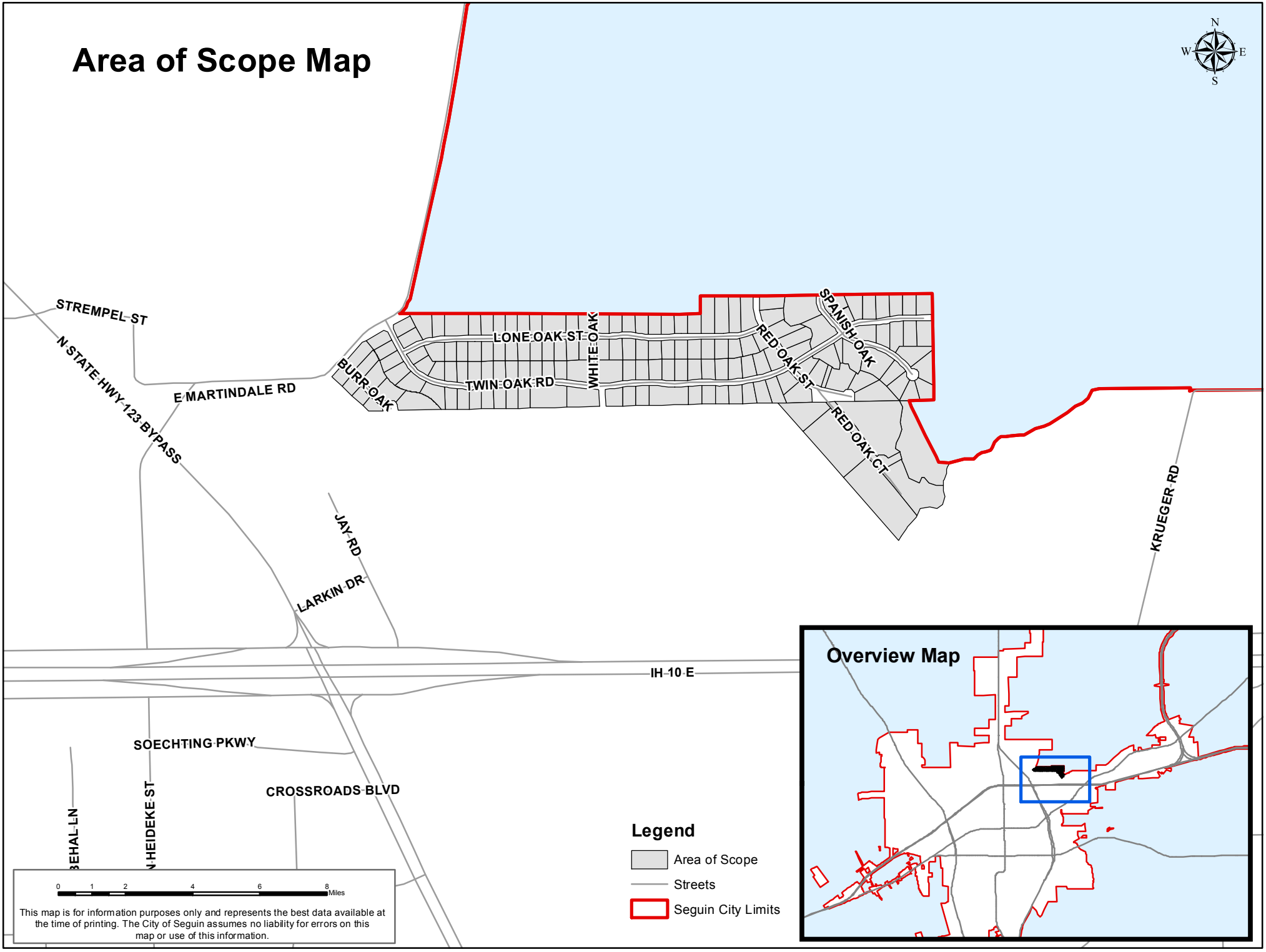
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 4/2012)

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

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

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

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Area of Scope Map