

PUBLIC NOTICE

Notice is hereby given that the County of Webb is accepting bids for Annual Contracts:

- Bid No. 2011-05 "Annual Contract for Auto and Truck Parts"
- Bid No. 2011-07 "Annual Contract for Heavy Equipment Parts"
- Bid No. 2011-17 "Annual Contract for Maintenance and Service of Fire Extinguishers & Fire Suppression system Inspection"
- Bid No. 2011-19 "Annual Contract for Pharmaceutical Supplies"
- Bid No. 2011-20 "Annual Contract for Car Wash Services"
- Bid No. 2011-21 "Annual Contract for Tires and Tubes"
- Bid No. 2011-32 "Annual Contract for Uniforms for Webb County Road & Bridge, Building Maintenance and Parks & Grounds Personnel"
- Bid No. 2011-36 "Annual Contract for Plumbing Supplies and Parts"
- Bid No. 2011-37 "Three Year Contract for Cellular Digital Telephone Services"
- Bid No. 2011-38 "Annual Contract for Central Store Office Supplies"
- Bid No. 2011-57 "Annual Contract for Refuse Collection"
- Bid No. 2011-69 "Annual Contract for Brake Padas & Rotors for the Webb County Law Enforcement Vehicles"

Bids must be submitted in one original and three (3) copies in sealed envelopes to the office of the Webb County Clerk.

Sealed envelopes must be marked (Sealed Bid) with bid number and descriptive title on front lower left-hand corner of Envelopes.

Bids will be either Hand Delivered or Mailed to the following location:

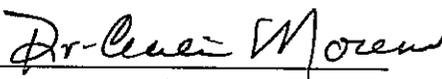
**Webb County Clerk
Webb County Justice Center
1110 Victoria, St. Suite 201
Laredo, Texas 78042-0029**

Bids must be delivered no later than 2:00 p.m. September 21, 2010 at which time all bids received will be opened and read to the public. Late bids will not be considered.

Bids must be held by the County of Webb for a period not to exceed (30) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders qualifications prior to award of contract.

If any additional information is required please contact the Webb County Purchasing Department, 1110 Washington Suite 101, (956) 523-4125, Laredo, Texas 78041, Griselda Cervantes at gcervantes@webbcountytexas.gov or also you may visit our Webb site for a copy of the Annual Contract at webbcountytexas.gov/purchasing/annualcontracts.

The County of Webb reserves the right to reject and any all bids or selected the bid that in the best interest of Webb County.



Dr. Cecilia M. Moreno
Purchasing Agent

Published: September 5, 2010
September 13, 2010

This form must be included with bid; please check off each item that applies

“SEALED BID”

Bid No. 2011-36

“Annual Contract for Plumbing Supplies and Parts”

- Invitation of Bid
- Submitted within bid notice is due date; name and address of bidder, date of bid opening; bid number and title on outside of sealed envelope
- Specification
 - Bid form requires pricing for each item specified
 - Bid form requires separate pricing per item and extended price per quantity provided
 - Please verify totals are correct
- Bid price included in furnished forms
- Have read Standard Terms and Conditions
- Proof of no delinquent Business or Property Taxes
- Conflict of interest forms included
- Workers compensation certificate (copy); include copy of insurance coverage in package

Signature of persons
Completing this form

INVITATION, BID; and AWARD

(Formal)

County of Webb	Date Issued:	Bid No.2011-36
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Sealed bids, subject to the Terms and Conditions of this Invitation for Bids and the accompanying Schedule, such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Schedule, will be received at the Office of the Webb County Clerk, Webb County Justice Center, 1110 Victoria, Suite 201, P.O. Box 29, Laredo, Texas 78042-0029, before 2:00 p.m. Central Time on September 21, 2010, at which time all bids will be opened and read to the public. Bids received after 2:00 p.m. on the due date will not be opened.

SCHEDULE

"Annual Contract for Plumbing Supplies and Parts"

Bidders must fill in the requested information pertaining to discount, price list, etc. Individual items identified herein are for overall bid evaluation and represent the commonly and most used items. Net prices entered for these individual items must reflect the actual price derived from quoted price list less all discounts offered. Vendor must provide price list which, along with the discount quoted, will be used to complete a full range of items. Special discounts for these items are not acceptable.

SCHEDULE A

SLOAN REPAIR KITS AND REPAIR PARTS ONLY.

A) Discount

- 1) Percentage of discount offered _____ %
- 2) Product identification (MFG) _____
- 3) Type price schedule
(dealer, jobber, etc.) _____
- 4) Price schedule number _____
- 5) Date of price schedule _____
- 6) Price schedule column on which
discount is based (i.e., distributor net, wholesale, etc.) _____

B) SPECIFIED ITEMS: SLOAN REPAIR KITS AND REPAIR PARTS

KISSLER REPAIR PARTS ONLY.

A) Discount

- 1) Percentage of discount offered _____ %
- 2) Product identification (MFG) _____
- 3) Type price schedule
(dealer, jobber, etc.) _____
- 4) Price schedule number _____
- 5) Date of price schedule _____
- 6) Price schedule column on which
discount is based (i.e., distributor net, wholesale, etc.) _____

B) SPECIFIED ITEMS: KISSLER FAUCET REPAIR PARTS

KOHLER REPAIR PARTS ONLY.

A) Discount

- 1) Percentage of discount offered _____ %
- 2) Product identification (MFG) _____
- 3) Type price schedule
(dealer, jobber, etc.) _____
- 4) Price schedule number _____
- 5) Date of price schedule _____
- 6) Price schedule column on which
discount is based (i.e., distributor net, wholesale, etc.) _____

B) SPECIFIED ITEMS: KOHLER FAUCET REPAIR PARTS

DELANEY REPAIR KITS AND REPAIR PARTS ONLY.

A) Discount

- 1) Percentage of discount offered _____ %
- 2) Product identification (MFG) _____
- 3) Type price schedule(dealer, jobber, etc.) _____
- 4) Price schedule number _____
- 5) Date of price schedule _____
- 6) Price schedule column on which
discount is based (i.e., distributor net, wholesale, etc.) _____

B) SPECIFIED ITEMS: DELANEY KITS AND REPAIR PARTS

CHICAGO REPAIR KITS AND REPAIR PARTS ONLY

A) Discount

- 1) Percentage of discount offered _____%
- 2) Product identification (MFG) _____
- 3) Type price schedule
(dealer, jobber, etc.) _____
- 4) Price schedule number _____
- 5) Date of price schedule _____
- 6) Price schedule column on which
discount is based (i.e., distributor net, wholesale, etc.) _____

B) SPECIFIED ITEMS: CHICAGO REPAIR KITS AND REPAIR PARTS

AMERICAN STANDARD REPAIR KITS AND REPAIR PARTS ONLY.

A) Discount

- 1) Percentage of discount offered _____%
- 2) Product identification (MFG) _____
- 3) Type price schedule
(dealer, jobber, etc.) _____
- 4) Price schedule number _____
- 5) Date of price schedule _____
- 6) Price schedule column on which
discount is based (i.e., distributor net, wholesale, etc.) _____

B) SPECIFIED ITEMS:AMERICAN STANDARD REPAIR KITS AND REPAIR PARTS

BID FORM

PLUMBING SUPPLIES

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	PRICE	EXT. PRICE
1.	30 ea	Dresser Couplings Regular 2"	\$ _____	\$ _____
2.	15 ea	Dresser Couplings PVC 3"	\$ _____	\$ _____
3.	20 ea	Dresser Couplings PVC 1 1/2"	\$ _____	\$ _____
4.	20 ea	Elbows 1" PVC	\$ _____	\$ _____
5.	20 ea	Tee's 1 1/2" PVC	\$ _____	\$ _____
6.	8 ea	Cement Cleaner PVC (QT)	\$ _____	\$ _____
7.	10 ea	Cement PVC (1 Pint)	\$ _____	\$ _____
8.	18 ea	Cement PVC (QT)	\$ _____	\$ _____
9.	10 ea	PVC Pipe 20' Long 1 1/2"	\$ _____	\$ _____
10.	10 ea	1 1/2" x 1 Bushing	\$ _____	\$ _____
11.	3 ea	3/4" Loose Brass #0576-3/4" RC Sillcocks	\$ _____	\$ _____
12.	2 ea	3/4" x 5" Nipple Galvanized	\$ _____	\$ _____
13.	1 ea	3/4" Union	\$ _____	\$ _____
14.	1 ea	1/2" x 3" Nipple Galvanized	\$ _____	\$ _____
15.	1 ea	Hose Adapter	\$ _____	\$ _____

16.	10 ea	Dresser Couplings PVC	\$ _____	\$ _____
17.	40 ea	PVC Pipe 20' x 1/2" Sch 40	\$ _____	\$ _____
18.	40 ea	PVC Pipe 20' x 4" Sch 40 (Sewer)	\$ _____	\$ _____
19.	40 ea	PVC 20' x 2" Sch 40 (Potable Water)	\$ _____	\$ _____
20.	20 ea	Rubber Couplings No Hub w/clamps 4"	\$ _____	\$ _____
21.	10 ea	Rubber Couplings No Hub w/Clamps 2"	\$ _____	\$ _____
22.	10 ea	Tee 4 x 2 PVC	\$ _____	\$ _____
23.	4 ea	1" x 3/4 S x T Bush PVC	\$ _____	\$ _____
24.	4 ea	H-20 Hose Clamp	\$ _____	\$ _____
25.	4 ea	1/2" Hose Bibb	\$ _____	\$ _____
26.	4 ea	3/4" Hose Bibb	\$ _____	\$ _____
27.	4 ea	1/2" Loose Key Central	\$ _____	\$ _____
28.	10 ea	4" PVC Coupling	\$ _____	\$ _____
29.	4 ea	4" PVC Plug	\$ _____	\$ _____
30.	1 ea	1/2" Tee C x C	\$ _____	\$ _____
31.	10 ea	1" PVC Coupling	\$ _____	\$ _____
32.	4 ea	1" 45 Elbow Coupling	\$ _____	\$ _____
33.	1 ea	1" Tee PVC	\$ _____	\$ _____
34.	1 ea	1" 90 Comb. PVC	\$ _____	\$ _____
35.	20 ea	200A Fluid Master	\$ _____	\$ _____
36.	10 ea	Coupling 4" PVC Sewer	\$ _____	\$ _____
37.	4 ea	Elbow 4" PVC	\$ _____	\$ _____

28.	10 ea	Clean Out PVC 4"	\$ _____	\$ _____
29.	4 ea	Comb. 4" Wye	\$ _____	\$ _____
30.	20 ea	4" No Hub Couplings	\$ _____	\$ _____
31.	10 ea	C.O. Plug 4"	\$ _____	\$ _____
32.	10 ea	C.O. Plug 2"	\$ _____	\$ _____
33.	4 ea	4 x 2 Reduce Coupling	\$ _____	\$ _____
34.	10 ea	C.O. 2" PVC	\$ _____	\$ _____
35.	25 ea	Korky Flapper Tank Ball #54BP	\$ _____	\$ _____
36.	4 ea	Elongated Toilet Seat White	\$ _____	\$ _____
37.	10 ea	Regular Toilet Seat White	\$ _____	\$ _____
38.	4 ea	Trap 1 1/4" P.C.	\$ _____	\$ _____
39.	1 ea	P.O. Plug 8"L x 1 1/4" P.C.	\$ _____	\$ _____
40.	1 ea	Extension 1 1/4" x 6" Length P.C.	\$ _____	\$ _____
41.	1 ea	Expoxy Plumbers	\$ _____	\$ _____
42.	2 ea	1 1/2" Tee PVC (Drain)	\$ _____	\$ _____
43.	5 ea	Elbow 1 1/2" PVC (Drain)	\$ _____	\$ _____
44.	2 ea	Trap Adapter 1 1/2" PVC (Drain)	\$ _____	\$ _____
45.	4 ea	Trap PVC 1/2" P.C. (Drain)	\$ _____	\$ _____
46.	2 ea	Couplings No Hub 1 1/2"	\$ _____	\$ _____
47.	1 ea	Double Angle Stop #664- 1/2" to 3/8" Double	\$ _____	\$ _____
48.	2 ea	QT Recton Pipe Joint Sealer	\$ _____	\$ _____
49.	4 ea	Elongated White Commode	\$ _____	\$ _____
50.	4 ea	Regular White Commode	\$ _____	\$ _____

**BIDFORM
SCHEDULE B**

**PLUMBING SUPPLIES
(All Domestic Products)**

	<u>QTY.</u>	<u>DESCRIPTION</u>		
51.	1 ea	Multi-Purpose Saw 14" Arm-XL98D	\$ _____	\$ _____
52.	1 ea	4x1 IP BR Saddle S71-403	\$ _____	\$ _____
53.	1 ea	6x1 IP BR Saddle S71-603	\$ _____	\$ _____
54.	1 ea	8x3 IP BR Saddle S71-803	\$ _____	\$ _____
55.	1 ea	3/4 Corp MIPXPJ(CTS) F1100-3	\$ _____	\$ _____
56.	1 ea	3/4 Ball curb PJXPJ B44-333	\$ _____	\$ _____
57.	1 ea	3/4 MIP X CS PJ CPLG C-84-33	\$ _____	\$ _____
58.	1 ea	2" Repair Clamp 226-023807 OD 2.35-2.63 (1162)	\$ _____	\$ _____
59.	1 ea	4" Repair Clamp 226-045007 OD 4.45-4.73 (1642)	\$ _____	\$ _____
60.	1 ea	6" Repair Clamp 226-066307 OD Range 6.56-6.96 (2202)	\$ _____	\$ _____
61.	1 ea	8" Repair Clamp 226-086307 OD Range 8.54-8.94 (2806)	\$ _____	\$ _____
62.	500 ea	3/4x500' CTS PE Tubing 200 PSI	\$ _____	\$ _____

63.	1 ea	5-1/4VO Clow Med 42"B 6MJS 3W (2546-5B) 3'6" Bury, 6" MJ Shoe, 3-way, O/L, NST Fire Hydrant	\$ _____	\$ _____
64.	1 ea	5-1/4VO Clow Med 36"B 6MJS 3W 3' Bury, 6" MJ Shoe, 3-Way, O/L NST Fire Hydrant	\$ _____	\$ _____
65.	1 ea	#85 Oval Meter Box W/LOCK LID	\$ _____	\$ _____
66.	1 ea	STD Plas MTR Box W/PL RDR LID	\$ _____	\$ _____
67.	1 ea	4" Megalug ACC F/IPS 2004PTC	\$ _____	\$ _____
68.	1 ea	6" Megalug ACC F/IPS 2006PTC	\$ _____	\$ _____
69.	1 ea	6" Repair Clamp 226-066310 OD Range 6.56-6.96 (2228)	\$ _____	\$ _____
70.	1 ea	6" Repair Clamp 226-066312 OD Range 6.56-6.96 (2244)	\$ _____	\$ _____
71.	1 ea	4" Repair Clamp 226-045010 OD 4.45-4.73 (1677)	\$ _____	\$ _____
72.	1 ea	4" Repair Clamp 226-045012 OD 4.45-4.73 (1683)	\$ _____	\$ _____
73.	1 ea	8" Repair Clamp 226-045012 OD Range 8.54-8.94 (2848)	\$ _____	\$ _____

METERS

	<u>QTY.</u>	<u>DESCRIPTION</u>		
74.	1 ea	5/8 x 3/4 Rockwell Meters with Rubber Gasket, tall ones	\$ _____	\$ _____
75.	1 ea	5/8 x 3/4 Rockwell Meters with Rubber Gasket, short ones	\$ _____	\$ _____
76.	1 ea	5/8 x 3/4 Master Meters with Rubber Gasket	\$ _____	\$ _____

BRASS METERS

77.	1 ea	Multi-Purpose Saw 14" WATER 1"	\$ _____	\$ _____
78.	1 ea	1" PVC Sch. 40 20 ft. Joint	\$ _____	\$ _____
79.	1 ea	1" Male Adapter PVC Sch 40	\$ _____	\$ _____
80.	1 ea	1" PVC Ball Joint Valve (simple)	\$ _____	\$ _____
81.	1 ea	1" PVC Sch 40 Coupling Slip x Slip	\$ _____	\$ _____
82.	1 ea	1" PVC Sch 40 Couplings Slip x Thread	\$ _____	\$ _____
83.	1 ea	1" PVC Sch 40 90 degree Slip x Slip	\$ _____	\$ _____
84.	1 ea	1" PVC Sch 40 90 degrees Slip x Thread	\$ _____	\$ _____
85.	1 ea	1" PVC Sch 40 90 degrees 1"x3/4 Slip x Thread	\$ _____	\$ _____
86.	1 ea	1" PVC Pressure Couplings	\$ _____	\$ _____

87.	1 ea	1" PVC Sch 40 x 3/4 Slip x Slip Red.	\$ _____	\$ _____
88.	1 ea	1" PVC Sch 40 x 3/4 Slip x Thread Red.	\$ _____	\$ _____
89.	1 ea	1" PVC Sch 40 T 1"x1"x1" glue	\$ _____	\$ _____
90.	1 ea	1" PVC Sch 40 45 degrees Slip x Slip	\$ _____	\$ _____
91.	1 ea	1" PVC Sch 40 Raps Water 1 1/2"	\$ _____	\$ _____
92.	1 ea	PVC Sch 40 20 ft. Joint	\$ _____	\$ _____
94.	1 ea	PVC Sch 40 Coupling Slip X Slip	\$ _____	\$ _____
95.	1 ea	PVC Sch 40 Coupling Slip x Thread	\$ _____	\$ _____
96.	1 ea	PVC Sch 40 Male Adapter	\$ _____	\$ _____
97.	1 ea	PVC Ball Jointed Valve (Simple)	\$ _____	\$ _____
98.	1 ea	PVC Sch 40 90 degree Slip x Slip	\$ _____	\$ _____
99.	1 ea	PVC Sch 40 90 degree Slip x Thread	\$ _____	\$ _____
100.	1 ea	PVC Sch 40 45 degree Slip x Slip	\$ _____	\$ _____
101.	1 ea	PVC Dresser Couplings	\$ _____	\$ _____
102.	1 ea	PVC Sch 40 T 1 1/2" x 1 1/2" x 1 1/2" Slip x Slip x Slip	\$ _____	\$ _____

103.	1 ea	PVC Sch 40 Red. 1 ½" x 1" Slip x Slip	\$ _____	\$ _____
104.	1 ea	PVC Sch 40 Caps Water 2"	\$ _____	\$ _____
105.	1 ea	PVC Sch 40 20 ft. Joint	\$ _____	\$ _____
106.	1 ea	PVC Sch 40 Couplings Slip x Slip	\$ _____	\$ _____
107.	1 ea	PVC Couplings Slip x Thread	\$ _____	\$ _____
108.	1 ea	PVC Sch 40 Male Adapters	\$ _____	\$ _____
109.	1 ea	PVC Ball Joint Valve (Simple)	\$ _____	\$ _____
110.	1 ea	PVC Sch 4 90 degree Slip x Slip	\$ _____	\$ _____
111.	1 ea	PVC Sch 40 90 degree Slip x thread	\$ _____	\$ _____
112.	1 ea	PVC Sch 40 90 degree Slip x Thread	\$ _____	\$ _____
113.	1 ea	PVC Sch 40 45 degree Slip x Slip	\$ _____	\$ _____
114.	1 ea	PVC Sch 40 Dresser Couplings	\$ _____	\$ _____
115.	1 ea	PVC Sch 40 T 2" x 2" x 1" Slip x Slip x Slip	\$ _____	\$ _____
116.	1 ea	PVC Sch 40 Red. 2" x 1 ½" Slip x Slip	\$ _____	\$ _____

117.	1 ea	PVC Sch 40 Red. 2" x 1" Slip x Slip	\$ _____	\$ _____
118.	1 ea	PVC Sch 40 Red. 2" x 1" Slip x Thread	\$ _____	\$ _____
119.	1 ea	PVC Sch 40 couplings Water 4"	\$ _____	\$ _____
120.	1 ea	PVC Sch 40 20 ft. Joint	\$ _____	\$ _____
121.	1 ea	PVC Sch 40 Couplings Slip x Slip	\$ _____	\$ _____
122.	1 ea	PVC Sch 40 Couplings Slip x Thread	\$ _____	\$ _____
123.	1 ea	PVC Sch 40 Male Adapters	\$ _____	\$ _____
124.	1 ea	PVC Ball Joint Valve (Simple)	\$ _____	\$ _____
125.	1 ea	PVC Sch 40 90 degree Slip x Slip	\$ _____	\$ _____
126.	1 ea	PVC Sch 40 45 degree Slip x Slip	\$ _____	\$ _____
127.	1 ea	PVC Sch 40 Dresser Coupling	\$ _____	\$ _____
128.	1 ea	PVC Caps	\$ _____	\$ _____
129.	1 ea	PVC Red. 4" x 2" Slip x Slip Water 6"	\$ _____	\$ _____
130.	1 ea	PVC 90 degree gasket	\$ _____	\$ _____
131.	1 ea	PVC 90 degree Slip x Slip	\$ _____	\$ _____
132.	1 ea	PVC Dresser Couplings	\$ _____	\$ _____
133.	1 ea	PVC T gasket 6" x 6" x 6"	\$ _____	\$ _____

134.	1 ea	PVC T 6" x 6" x 6" Slip x Slip x Slip	\$ _____	\$ _____
135.	1 ea	PVC Cross 6" x 4" x 6" x 4" gasket	\$ _____	\$ _____
136.	1 ea	PVC Cross 6" x 4" x 6" x 4" Slip x Slip	\$ _____	\$ _____
137.	1 ea	PVC Cap Water 6"	\$ _____	\$ _____
138.	1 ea	PVC Red. 6" x 4"	\$ _____	\$ _____
139.	1 ea	PVC Coupling gasket	\$ _____	\$ _____
140.	1 ea	PVC Coupling Slip x Slip Water 8"	\$ _____	\$ _____
141.	1 ea	PVC Coupling gasket	\$ _____	\$ _____
142.	1 ea	PVC Coupling Slip x Slip	\$ _____	\$ _____
143.	1 ea	PVC 90 degree	\$ _____	\$ _____
144.	1 ea	PVC Red. 8" x 6" Slip x Slip	\$ _____	\$ _____
145.	1 ea	PVC gasket T 8" x 8" x 8"	\$ _____	\$ _____
146.	1 ea	PVC glue T 8" x 8" x 8"	\$ _____	\$ _____
147.	1 ea	PVC Dresser Couplings for 8" P.I.P.	\$ _____	\$ _____
148.	1 ea	PVC 8" P.I.P. Joints Water 10"	\$ _____	\$ _____
149.	1 ea	PVC Couplings gasket	\$ _____	\$ _____
150.	1 ea	PVC Couplings glue	\$ _____	\$ _____
151.	1 ea	PVC 90 degree	\$ _____	\$ _____
152.	1 ea	PVC Red. 10" x 8"	\$ _____	\$ _____

153.	1 ea	PVC gasket T 10" x 10" x 10" Water 12"	\$ _____	\$ _____
154.	1 ea	PVC Coupling gasket	\$ _____	\$ _____
155.	1 ea	PVC 90 degree	\$ _____	\$ _____
156.	1 ea	PVC gasket T Water 1" (Brass)	\$ _____	\$ _____
157.	1 ea	1" Brass gate valve (imported)	\$ _____	\$ _____
158	1 ea	1" Brass gate valve (imported) Water 1 1/2 (Brass)	\$ _____	\$ _____
159.	1 ea	Brass gate valve (imported)	\$ _____	\$ _____
160.	1 ea	Brass gate valve (domestic) Water 2" (Brass)	\$ _____	\$ _____
161.	1 ea	Brass gate valve (imported)	\$ _____	\$ _____
162.	1 ea	Brass gate valve (domestic) Water 4"(Brass)	\$ _____	\$ _____
163.	1 ea	Brass gate valve WOG (imported)	\$ _____	\$ _____
164.	1 ea	Brass gate valve WOG (domestic)	\$ _____	\$ _____
		TOTAL	\$ _____	\$ _____

STANDARD REQUIREMENTS:

- 1) Prospective bidders must prove beyond a reasonable doubt to the County Purchasing Agent that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
- 2) Performance Bond: Webb County reserves the right to request a 100% Performance Bond to be furnished by the success bidder. If at any time the supplier fails to fulfill or abide by any of the specifications and conditions herein specified, the County of Webb shall reserve the right to cancel this contract by giving a thirty (30) day prior written notice of the intention to terminate this contract.
- 3) When contractor cannot abide by terms and conditions in fulfilling the contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the County reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.
- 4) Bids not submitted on these forms will not be considered. Award to the successful bidder will be made by ordinance enacted by the Commissioners Court.
- 5) The annual contract shall include the following terms and conditions.
 - a. An annual contract purchase order will be issued for each county agency authorized to place orders against this annual contract. This contract purchase order will not list individual items or prices. Vendor must have the Contract Purchase Order before making any delivery. Payment will be made by the County on a monthly basis.
 - b. All invoices must show purchase order number and corresponding County agency. Invoices should be legible. Items billed on invoice should be specific as to applicable stock, manufacture, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list then list prices, discounts in terms of percentage, and net price must be shown. If prices are based on list price basis, then the list prices, the "Plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services or a correct invoice. Payment is deemed to be made on the date of mailing a check.
 - c. Bidders' facilities and equipment will be a determining factor in making the bid award. All bidders will be subject to inspection of their facilities and equipment.
- 6) Any materials or parts used in complying with contract are to be equal to or better than original equipment.
- 7) **BID PRICES:** Prices must be quoted F.O.B., County receiving Agency, Laredo, Texas.
- 8) **CAPTIONS:** The section headings or paragraph captions contained herein are for convenience of reference only and not intended to define, extend or limit any provisions of this contract.
- 9) **REVISION OF UNIT PRICES:** It is agreed that bid price may be superseded during the contract period only if such price revisions are the result of a general industry price revision. (NOTE: Discounts accepted, as parts of this bid are not subject to revision). A written notice stipulating in detail the price revision must be furnished the County before revised prices go into effect.

- 10) REVISION OF MANUFACTUER'S PRICE LIST (S): The bid will be based on manufacturers' latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if such price revisions are the result of a general industry price revision. (NOTE: Discounts accepted, as part of this bid is not subject to revision.)

A written notice stipulating in detail the changes of a price list(s) must be furnished to the County before revisions go into effect.

- 11) All subject price lists should be submitted with this bid and shall become a part thereof. However, if in the opinion of the County Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his/her authorized representative to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by the Purchasing agent.

CONDITIONS:

1. All bid quotations must be submitted with this specification form.
2. The County reserves the right to hold all bids for a period of thirty (30) days from date of bid opening, without taking action thereon.
3. The County reserves the right to reject any and all bids, to waive defects and formalities in such bids, and to award contract to the bidder which it considers has submitted the most advantageous bid.
4. It is the requirement of the bidder to acquaint itself fully with the conditions of the specifications. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve him from any obligation of this bid invitation.
5. Bidder shall be responsible for complying with all Federal and State of Texas Safety Standards, Regulations, and Laws applicable and effective on the date of acceptance.
6. All materials or parts used in complying with contract are to be new and unused.
7. Where a definite item is specified, the intent of the County is not to discriminate against any product made by another manufacturer, but is rather the intention to maintain a definite standard of quality and style.
8. Delivery for all items for Webb County will be made **three (3) working days** after receipt of order. All orders will be placed through the Webb County Purchasing Office with an authorized

Purchase Order. Items delivered without purchase order numbers will be invalid and will not be the responsibility of Webb County.

9. Prices must be quoted F.O.B. Webb County.

PERIOD OF CONTRACT: Contract shall be for the period beginning October 1, 2010 and terminating September 30, 2011.

*This is a one year Annual Contract however Webb County reserves the right to offer a one year extension (s). Such have to be approved by Commissioner's Court and the vendor before going into effect.

COMPLETE THE FOLLOWING:

Bid Basis: _____ All or None _____ Low Item. (If left blank, LOW ITEM will apply.)

STANDARD PROVISIONS FOR TWO YEAR CONTRACTS: The standard provisions set forth in the Standard Provisions for Annual Contracts, attached hereto, are incorporated herein and made a part hereof, except paragraph IV, which is hereby expressly deleted.

AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR:

Funds are not presently available for performance under this contract beyond 30 September 2008. The County's obligation for performance of this contract beyond this date is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the County for payment of any money for performance under this contract beyond 30 September 2009 shall arise unless and until funds are made available to the Purchasing Agent for such performance and notice of such availability, to be confirmed in writing by the Purchasing Agent, is given to the contractor.

PAYMENT OF BILLS:

It is hereby requested by the Webb County Commissioner's Court that all vendors submit requests for payment within 90 days after the providing of goods and/or services to the County. This practice will allow your payment request to be processed efficiently and will expedite payment to you!

REMARKS:

BIDDER INFORMATION:

Name of Company: _____

Address: _____

Phone: _____

Signature of Person Authorized to Sign Bid:

(Signature)

(Print Name)

(Title)

Bidder must indicate status, as to "Partnership", "Corporation", "Sole Proprietorship", etc.

Date: _____

IMPORTANT

Bidder must complete this bid document in it's entirety in order for it to be valid.

PROOF OF NO DELINQUENT TAKES OWED TO WEBB COUNTY

This is to certify that _____ owes no delinquent property taxes to Webb County.

_____ owes no property taxes as a business in Webb County.
(Business Name)

_____ owes no property taxes as a resident of Webb County.
(Business Owner)

Person who can attest to the above information

COUNTY OF WEBB

Standard Provisions for Annual Contracts

(To be attached to and become a part of Invitation, Bid and Award, except for provisions specifically excluded by the terms of such Invitation, Bid and Award).

- I. PERIOD OF CONTRACT: Contract shall be for the period beginning October 1, 2010 and terminating September 30, 2011.
- II. GENERAL CONDITIONS:
 - A. Prospective bidders must prove beyond any doubt to the County Purchasing Agent that they are duly qualified, capable and bondable to fulfill and abide by the specifications herein listed.
 - B. Performance Bond: The County of Webb reserves the right to request a 100% Performance Bond to be furnished by the successful bidder. If at any time the supplier fails to fulfill or abide by any of the specifications and conditions herein specified, the County of Webb shall reserve the right to cancel this contract by giving a thirty (30) day prior written notice of the intention to terminate this contract.
 - C. When contractor cannot abide by terms and conditions in fulfilling his contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the County reserves the right to purchase on the open market and charge contractor the difference between contract price and purchase price.
 - D. Bids not submitted on these forms will not be considered. The Webb County Commissioners' Court will make award to successful bidder.
 - E. The annual contract shall include the following terms and conditions:
 1. Purchase Orders will be issued for each County Department authorized to place orders against this annual contract. The Purchase Order will list individual items or prices. Vendor must have a copy of the Purchase Order before making any delivery. The County will make payment on a monthly basis.

2. All invoices must show purchase order number and corresponding County Department. Items billed on invoices should be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit price or otherwise specified. If prices are based on discounts in terms of percentage, and net prices, discounts in terms of percentage, and net prices must be shown. When term discounts are applicable, these discounts must be shown in terms of percentage and number of days.

III. Any materials or parts used in complying with contract are to be equal to or better than original equipment.

IV. The County of Webb will make the award to one or more than one vendor.

V. **REVISION OF MANUFACTURER'S PRICE LIST(S):**

The bid will be based on manufacturer's latest dated price list(s). Said Price List(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be supersede or replaced during the contract period only if such price revisions are the result of a general industry price revision. (Note: Discounts, delivery and services accepted as part of this bid are not subject to revision.)

A written notice stipulating in detail the changes of a price list(s) must be furnished the County before revisions go into effect.

All subject price lists should be submitted with this bid and shall become a part thereof. However, if in the opinion of the County Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representative to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by the Purchasing Agent.

VI. BID PRICES:

Prices must be quoted F.O.B., Webb County receiving department, Webb County, Texas.

VII. ADDRESS ENVELOPE:

Webb County Clerk
Webb County Justice Center
1110 Victoria St., Ste. 201
P.O. Box 29
Laredo, Texas 78042-0029

VIII. CAPTIONS:

The section headings or paragraph captions herein are for convenience of reference only and not intended to define, extend or limit any provisions of this contract.

NOTICE TO ALL BIDDERS

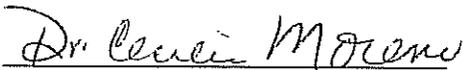
The Texas Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and these changes affect your bid on this project.

The TWCC has stated that it is aware that statutory requirements provided for workers' compensation insurance coverage is not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities... This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors.

Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the county should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation laws.



Dr. Cecilia May Moreno
Webb County Purchasing Agent

§110.110. Reporting Requirements for Building or Construction Projects for Governmental Entities.

- (a) The following words and terms, when used in this rule, shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.
- (1) Certificate of coverage (certificate) –A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or workers’ compensation 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 (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
 - (2) Building or construction—Has the meaning defined in the Texas Labor Code, §406.09(e)(1).
 - (3) Contractor –A person bidding for or awarded a building or construction project by a governmental entity.
 - (4) Coverage—Workers’ compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
 - (5) Coverage agreement—A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers’ Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers’ Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapter F and G, as one of employer/employee and establishes who will be responsible for providing workers’ compensation coverage for persons providing services on the project.
 - (6) Duration of the project—Includes, the time from the beginning of work on the project until the work on the project has been completed and accepted by the governmental entity.
 - (7) Persons providing services on the project (“subcontractor” in §406.096 of the Act)—With the exception of persons excluded under subsection (h) and (i) of this section, 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 but is not limited to independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the project. "Services" include but not limited to 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.

- (8) Project—Includes the provision of all services related to a building or construction contract for a governmental entity.
- (b) Providing or causing to be provided a certificate of coverage pursuant to this rule is a representation by the insured that all employees of the insured who are providing services on the project are covered by workers' compensation coverage, that the coverage is based on proper reporting of classification codes and payroll amounts, and that all coverage agreements have 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 certificates of coverage, or failing to provide or maintain required coverage, or failing to report any change that materially affects the provision of coverage may subject the contractor or other person providing services on the project to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (c) A governmental entity that enters into a building or construction contract on a project shall:
 - (1) include in the bid specifications, all the provisions of paragraph (7) of this subsection, using the language required by paragraph (7) of this subsection;
 - (2) as part of the contract, using the language required by paragraph (7) of this subsection, require the contractor to perform as required in subsection (d) of this section;
 - (3) obtain from the contractor a certificate of coverage for each person providing services on the project, prior to that person beginning work on the project;
 - (4) obtain from the contractor a new certificate of coverage showing extension of coverage:

- (A) before the end of the current coverage period, if the contractor's current certificate of coverage shows that the coverage period ends during the duration of the project; and
 - (B) no later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project; and
- (5) retain certificates of coverage on file for the duration of the project and for three years thereafter,
 - (6) provide a copy of the certificates of coverage to the commission upon request and to any person entitled to them by law; and
 - (7) use the language contained in the following Figure 1 for bid specifications and contracts, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Article ____ Workers' Compensation Insurance coverage.

A. *Definitions:*

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.

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 governmental entity.

Persons providing services on the project ("subcontractor" in §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 governmental entity 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 governmental entity showing that coverage has been extended.*
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
 - (2) no later than seven 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 year thereafter.*
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 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 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 year thereafter;*
- (6) *notify the governmental entity in writing by certified mail or personal delivery, within 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 governmental entity 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 governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.*
- (d) A contractor shall:
- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
 - (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
 - (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
 - (4) obtain from each person providing services on a project, and provide to the governmental entity:

- (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (B) no later than seven 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;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten 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;
 - (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes.

"REQUIRED WORKERS' COMPENSATION COVERAGE"

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

- (8) contractually require each person with whom it contracts to provide services on a project to:
 - (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
 - (C) include in all contracts to provide services on the project the language in subsection (e)(3) of this section;
 - (D) 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;
 - (E) obtain from each other person with whom it contracts, and provide to the contractor:
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (G) notify the governmental entity in writing by certified mail or personal delivery, within ten 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
 - (H) contractually require each other person with whom it contracts, to perform as required by subparagraph (A)-(H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

- (e) A person providing services on a project, other than a contractor, shall:
 - (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
 - (2) provide a certificate of coverage as required by its contract to provide services on the project, prior to beginning work on the project;
 - (3) have the following language in its contract to provide services on the project: “By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract 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 actions.”
 - (4) provide the person for whom it is providing services on the project, prior to the end of the coverage period shown on its current certificate of coverage, a new certificate showing extensions of coverage, if the coverage period shown on the certificate of coverage ends during the duration of the project:
 - (5) obtain from each person providing services on a project under contract to it, and provide as required by its contract:
 - (A) a certificate of coverage, prior to the other person beginning work on the project; and
 - (B) prior to the end of the coverage period, a new certificate of coverage showing extensions of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (6) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (7) notify the governmental entity in writing by certified mail or personal delivery, of any change that materially affects the provision of coverage of any person providing services on the project and send the notice within ten days after the person knew or should have known of the change; and
- (8) contractually require each other person with whom it contracts to:
 - (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (B) provide a certificate of coverage to it prior to that other person beginning work on the project;
 - (C) include in all contracts to provide services on the project the language in paragraph (3) of this subsection;
 - (D) provide, prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (E) obtain from each other person under contract to it to provide services on the project, and provide as required by its contract;
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the contract;

- (F) retain all required certificates on file for the duration of the project and for one year thereafter;
- (G) notify the governmental entity in writing by certified mail or personal delivery, within ten 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
- (H) contractually require each person with whom it contracts, to perform as required by this subparagraph and subparagraphs (A)-(G) of this paragraph, with the certificates of coverage to be provided to the person for whom they are providing services.
- (f) If any provision of this rule or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this rule that can be given effect without the invalid provision or application, and to this end the provision of this rule declared to be severable.
- (g) This rule is applicable for building or construction contracts advertised for bid by a governmental entity on or after September 1, 1994. This rule is also applicable for those building or construction contracts entered into on or after September 1, 1994, which are not required by law to be advertised for bid.
- (h) The coverage requirement in this rule does not apply to motor carriers who are required pursuant to Texas Civil Statutes, Article 667c, to register with the Texas Department of Transportation and who provide accidental insurance coverage pursuant to Texas Civil Statutes 667c, §4(j).
- (i) The coverage requirement in this rule does not apply to sole proprietors, partners, and corporate officers who meet the requirements of the Act, §406.097(c), and who are explicitly excluded from coverage in accordance with the Act, §406.097(a) (as added by House Bill 1089, 74th Legislature, 1995, §1.20). This subsection applies only to sole proprietors, partners, and corporate executive officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

The provisions of this §110.110 adopted to be effective September 1, 1994, 19 TexReg 5715; amended to be effective November 6, 1995, 20 TexReg 8609.

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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity; or an employee of a local governmental entity with respect to whom the local governmental entity has, in accordance with Section 176.005, extended the requirements of Sections 176.003 and 176.004. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

**LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT**

FORM CIS

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

<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>	<p>OFFICE USE ONLY</p> <p>Date Received _____</p>
<p>1 Name of Local Government Officer</p>	
<p>2 Office Held</p>	
<p>3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code</p>	
<p>4 Description of the nature and extent of employment or other business relationship with person named in item 3</p>	
<p>5 List gifts accepted by the local government officer and any family member, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed \$250 during the 12-month period described by Section 176.003(a)(2)(B)</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
<p>6 AFFIDAVIT</p> <p style="text-align: center;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a), Local Government Code.</p> <p style="text-align: right;">_____</p> <p style="text-align: center;">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	