

PUBLIC NOTICE

Notice is hereby given that the County of Webb is now accepting bids for "A Combined Solar and Wind Power Collection System" for Energy Efficiency and Conservation Block Grant #CS0348. This project is an American Recovery and Reinvestment Act "ARRA" Project and will be located at the Webb County Tool Library, 8116 State Highway 359, Laredo, TX 78043.

Bids must be submitted in TRIPLICATE in sealed envelopes to the Office of the Webb County Clerk. Sealed envelopes must be marked (Sealed Bid) with the number and services on the front lower left-hand corner of envelope.

Bid No. 2011-43 "A Combined Solar and Wind Power Collection System"

Bids will be either hand delivered or mailed to the following locations:

Hand delivered or mailed to:

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

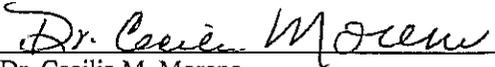
Bids must be delivered no later than **10:00 A.m. December 22, 2010.** at which time all received bids will be opened and read to the public. Late bid will not be considered.

Pre-Bid Conference will be held on Tuesday December 14, 2010, at 9:30 a.m. at the Webb County, Purchasing Department, 1110 Washington St., Suite 101, Laredo, TX.

Bids must be held by the County of Webb for a period not to exceed sixty (60) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's prior Award of Contract.

If any additional information is required please contact, Veronica Herrera, Economic Development Department, at 956-523-4609 or Leticia Gutierrez at Purchasing Department at 956-523-4127. Please visit our web-site for a copy of bid notice and specification, under Purchasing Department www.webbcountytx.gov.

The County of Webb reserves the right to reject any and all bids or to select the proposal that is the best interest of Webb County.



Dr. Cecilia M. Moreno
Purchasing Agent

Advertise on the following dates:
Sunday, December 5, 2010
Sunday, December 12, 2010
Purchase Order #

THIS FORM MUST BE INCLUDED WITH BID; PLEASE CHECK OFF EACH ITEM THAT APPLIES and Sign

“Sealed Bid”

Bid No. 2010-43 “A Combined Solar and Wind Power Collection System”

- Notice to Bidders**
- Scope of Work**
- Prices Using Uncertified Products**
- Prices Using All Certified As American-Made**
- Certification of “Buy American” Procurement**
- Exhibit F**
- Federal Labor Standards Provisions**
- Terms and Conditions of Invitations for Bids**
- Conflicts Disclosure Statement**
- Notice To All Bidders**
- Proof of No Delinquent Taxes Owed To Webb County**

**Signature of person
Completing this form**

SCOPE OF WORK

The County of Webb is currently soliciting bids/proposals for a combined Solar and Wind Power Collection Systems which will consist of the installation of a twenty-four (24) solar panel, grid-tied solar power collection system and the installation of a wind power collection system at the Webb County Self-Help Center Tool Library, 8116 State Highway 359, Laredo, TX 78043. The combined Solar and Wind Power Collection Systems must produce 4080 Watt/hour. The contractor must address the following items:

- Purchase equipment, associated appurtenances, contractor installation, configuration and test of equipment (turn-key)
- SSP- SMA600US/240C Grid- Tie Synchronous Inverter, sine wave, high frequency, PWM, 240 Vac output, 25Adc/250-480Vdc input, MPPT, Power Factor=0.99, THD,3% Idc(max)=480Vdc, Eff=97%, 7500 Solar W-Peak, Freq=59.3-60.5Hz, activation=300Vdc, included SSP/SMA NEMA DC disc. aux. box, multi-string design(
- 24 SSP-NE 170Uc1 HD Multi-Crystal Solar Panel, EVA laminate, MC HD cables, @ 170W, 43.2Vdc@Isc=5.47Adc (or equiv.)
- 6 Solar Panel Inclined Structural Rack @~24deg, aircraft aluminum 6061T6, all stainless steel hardware pkg, superstrut base rails, Alt<24 deg (approx)
- (1) Master DC breaker system & disconnect J-box (20Adc@660V) 6 gage interface, conduit/connectors & misc. included
- Wind Turbine
- (1) 8' Copper Ground Rod, ground clamp, solid copper ground cable (common bond for inverter/solar racks)
- (1) Electric Meter with interface box (real-time energy flow/display)
- Misc. wire, connectors, steel/pvc conduit, clamps, superstrut channel, anchor bolts/clamps, exterior j-boxes, fused breakers, special fixtures, seals, stainless bolts/nuts, HD electric cable as necessary
- Financial and Recordkeeping requirements
- Equal employment opportunity/Section 504 requirements
- Labor standards monitoring (Davis-Bacon and Related Acts)
- Contractor must provide a copy of design for approval by County Engineer
- Contract close-out assistance
- Contractor shall maintain and provide a copy of the final record drawings in digital format containing the source data before the final payment is provided by the County.
- **“Buy American” Requirement** - All steel, iron, concrete, and certain other products used on this project must be certified as manufactured in the United States, unless it is cost prohibitive to obtain such products. Final approval of any exception to Buy American requirements will be provided only by the Department of Energy (DOE).

Energy Efficiency & Conservation Block Grant requires that all bids must include the following bid alternatives:

- Project using all certified as American-made; and
- Project using uncertified products.
- The contractor will provide a permanent project sign in a prominent visible public area that must be legible from at least three feet distance. (Wording will be provided by Webb County.)

PRICES USING UNCERTIFIED PRODUCTS

Purchase equipment, associated appurtenances, contractor installation, configuration and test of equipment (turn-key)

\$ _____

SSP- SMA600US/240C Grid- Tie Synchronous Inverter, sine wave, high frequency, PWM, 240 Vac output, 25A_{dc}/250-480V_{dc} input, MPPT, Power Factor=0.99, THD,3% I_{dc}(max)=480V_{dc}, Eff=97%, 7500 Solar W-Peak, Freq=59.3-60.5Hz, activation=300V_{dc}, included SSP/SMA NEMA DC disc. aux. box, multi-string design

\$ _____

24 SSP-NE 170Uc1 HD Multi-Crystal Solar Panel, EVA laminate, MC HD cables, @ 170W, 43.2V_{dc}@I_{sc}=5.47A_{dc} (or equiv.)

\$ _____

6 Solar Panel Inclined Structural Rack @~24deg, aircraft aluminum 6061T6, all stainless steel hardware pkg, superstrut base rails, Alt<24 deg (approx)

\$ _____

(1) Master DC breaker system & disconnect J-box (20A_{dc}@660V) 6 gage interface, conduit/connectors & misc. included

\$ _____

Wind Turbine

\$ _____

(1) 8' Copper Ground Rod, ground clamp, solid copper ground cable (common bond for inverter/solar racks)

\$ _____

(1) Electric Meter with interface box (real-time energy flow/display)

\$ _____

Misc. wire, connectors, steel/pvc conduit, clamps, superstrut channel, anchor bolts/clamps, exterior j-boxes, fused breakers, special fixtures, seals, stainless bolts/nuts, HD electric cable as necessary

\$ _____

TOTAL CONTRACT PRICE USING CERTIFIED AMERICAN- MADE PRODUCES:

\$ _____

Written total contract price

**In order for this to be considered a responsive bid, both bids must be submitted
(1) Certified as American-made and (2) uncertified products.**

Name & Title

Signature

PRICES USING ALL CERTIFIED AS AMERICAN-MADE

Purchase equipment, associated appurtenances, contractor installation, configuration and test of equipment (turn-key)

\$ _____

SSP- SMA600US/240C Grid- Tie Synchronous Inverter, sine wave, high frequency, PWM, 240 Vac output, 25A_{dc}/250-480V_{dc} input, MPPT, Power Factor=0.99, THD,3% I_{dc}(max)=480V_{dc}, Eff=97%, 7500 Solar W-Peak, Freq=59.3-60.5Hz, activation=300V_{dc}, included SSP/SMA NEMA DC disc. aux. box, multi-string design

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6 Solar Panel Inclined Structural Rack @~24deg, aircraft aluminum 6061T6, all stainless steel hardware pkg, superstrut base rails, Alt≤24 deg (approx)

\$ _____

(1) Master DC breaker system & disconnect J-box (20A_{dc}@660V) 6 gage interface, conduit/connectors & misc. included

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\$ _____

TOTAL CONTRACT PRICE USING CERTIFIED AMERICAN- MADE PRODUCES:

\$ _____

Written total contract price

**In order for this to be considered a valid bid, both bids must be submitted
(1) Certified as American-made and (2) uncertified products.**

Name & Title

Signature

Certification of "Buy American" Procurement

Contract Number CS0348 Project Name Combined Solar and Wind Power Collection System

I do hereby certify as to the following:

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the Owner's bid solicitation and the provisions of ARRA Section 1605 and OMB regulations, Code of Federal Regulations, Volume 2, Part 176, the Bidder/Vendor certifies that this bid/procurement reflects the Bidder/Vendor's best, good faith effort to identify domestic sources of Iron, Steel, and Manufactured goods for every component contained in the bid solicitation/procurement where such American-made components are available on the schedule of values and consistent with the deadlines prescribed in or required by the bid solicitation/procurement.
2. Verification of U.S. Production: The Bidder/Vendor certifies that all components contained in the bid solicitation/procurement that are American –made have been so identified, and if this bid/procurement is accepted, the Bidder/Vendor agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.
3. Documentation Regarding Non-American made Iron, Steel, or Manufactured Goods: The Bidder/Vendor certifies that for any component or components that are not American-made and are so identified in this bid/procurement, the Bidder/Vendor has included in or attached to this bid/procurement one or both of the following, as applicable:
 - a. Identification of and citation to a categorical waiver published by the U.S. Department of Energy in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components.
 - b. Verifiable documentation sufficient to the Owner, as required in the bid solicitation or otherwise, that the Bidder/Vendor has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation/procurement.
4. Information and Detailed Justification Regarding Non-American made Iron, Steel, or Manufactured Goods: The Bidder/Vendor certifies that for any such component or components that are not so available, the Bidder/Vendor has also provided in or attached to this bid/procurement information, including but not limited to the verifiable documentation 2 of 2

and a full description of the bidder/vendor's efforts to secure any such American-made component or components, that the Bidder/Vendor believes is sufficient to provide and as far as possible constitutes the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder/Vendor further agrees that, if this bid/procurement is accepted, it will assist the Owner in amending, supplementing, or further supporting such information as required by the Owner to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

Contractor Name (printed or typed)

Name of Authorized Official (printed or typed)

Title (printed or typed)

Signature of Authorized Official

Date

* Sub-recipients may use the following certification to be included in the bid packet and returned by prospective bidders with their bids. ** Please maintain this form on file.

Exhibit F
ARRA Subrecipient's Contractor's Affidavit

This Affidavit must be signed and sworn (notarized).

I, _____, an authorized representative of _____, a [person, sole proprietorship, partnership, corporation, limited liability company, nonprofit organization, governmental entity, political subdivision, or other entity] (circle one) that is receiving ARRA funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented to help ensure that the Subrecipient Subcontractor and its use of these funds complies with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance. I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any exhibits are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from a governmental entity [city or county] through CPA, a Texas state agency. I understand that non-compliance with reporting requirements could be treated as a violation of the award agreement resulting in the withholding of funds, debarment, or award termination or suspension, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or fraudulent statement or representation, or to make or use any false writing or document knowing that it contains the same.

I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject me to civil penalties as provided for in 31 U.S.C. Section 3729.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another. I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to track all ARRA funds and that ARRA funds cannot be commingled with Non-ARRA funds. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the United States Government Accountability Office at (800) 424-5454 and the Texas State Auditor's Office at (800) 892-8348. I further understand that I will require all subcontractors with whom I contract using funds made available under the Act to sign a similar affidavit swearing to all of the above. I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

Subrecipient Subcontractor Name

Affiant Signature

Full Name

Title

Date
Sworn and subscribed before me by the said

(Printed Name of Recipient's Authorized Representative)
this ___ day of _____, 20__.

Notary Public, State of Texas
Notary's printed name: _____ My commission expires: _____ (Seal)

General Decision Number: TX100116 03/12/2010 TX116

Superseded General Decision Number: TX20080116

State: Texas

Construction Type: Building

County: Webb County 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 0 Publication Date 03/12/2010

* SUTX1996-001 01/10/1996

	Rates	Fringes
BRICKLAYER.....	\$ 12.50	
CARPENTER (Including Installation of Forms, and Drywall Excluding the Installation of Softfloor, Overhead Doors, Metal Buildings, and Acoustical Ceilings).....	\$ 10.02	
CEMENT MASON/CONCRETE FINISHER....	\$ 9.21	
DRYWALL FINISHER/TAPER.....	\$ 8.40	
ELECTRICIAN (Excluding the Wiring of HVAC and Fire Alarms).....	\$ 12.44	.73
GLAZIER.....	\$ 12.00	1.06
HVAC MECHANIC (Sitting the Unit and Installing Piping Only).....	\$ 10.06	
IRONWORKER, STRUCTURAL.....	\$ 7.25	.25
Laborers:		
BRICK MASON TENDER.....	\$ 7.25	
UNSKILLED.....	\$ 7.25	
PAINTER (Excluding Drywall Finishing).....	\$ 9.12	
PLUMBER (Excluding HVAC Piping).....	\$ 10.00	
Sheet metal worker (HVAC Duct Work Only).....	\$ 8.79	.43

SPRINKLER FITTER.....	\$ 18.30	3.35
TILE SETTER.....	\$ 14.95	2.10

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

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)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (I) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(II)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under subparagraph A.3.(I) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(I) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages, and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

COUNTY OF WEBB

Terms and Conditions of Invitations for Bids

1. GENERAL CONDITIONS:

Bidders are required to submit their proposals upon the following expressed conditions:

- (A) Bidders shall thoroughly examine the drawings, specification schedule, instructions and all other contract documents.
- (B) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill in every detail the requirements of the contract documents of the County or the compensation of the vendor.
- (C) Bidders are advised that all County contracts be subject to all legal requirements provided for in county, state and federal statutes and regulations.

2. PREPARATION OF BIDS:

Bids will be prepared in accordance with the following:

- (A) All information required by the bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (B) Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- (C) Alternate bids will not be considered unless authorized by the Invitation for Bids.
- (D) Proposed delivery time must be shown and shall include Sundays and holidays.
- (E) Bidders will not include Federal taxes or State of Texas limited sales excise and use taxes in bid prices since the County of Webb is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.

3. DESCRIPTION OF SUPPLIES:

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

4. SUBMISSION OF BIDS:

- (A) Bids and changes thereto shall be enclosed in sealed envelopes addressed to the Webb County Clerk. The name and address of the bidder, the date of the bid opening and the material or service bid on shall be placed on the outside of the envelope.
- (B) Bids must be submitted in the forms furnished. Telegraphic bids will not be considered. Bids, however, may be modified by telegraphic notice provided such notice is received before the time and date set for the bid opening.
- (C) Samples, when required, must be submitted within the time specified, at no expense to the County of Webb. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

5. REJECTION OF BIDS:

- (A) The Purchasing Agent may reject a bid if it is not satisfactory to Commissioners' Court because:
 - (1) The bidder misstates or conceals any material fact in the bid or if,
 - (2) The bid does not strictly conform to the law or the requirements of the bid, or if,
 - (3) The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "All or None" basis or a "low item" basis. An "All or None" basis bid must include all items upon which bids are invited.
- (B) No bid submitted herein shall be considered if the bidder owes any delinquent taxes to the County of Webb at the time bids are opened. In the event that the successful bidder herein subsequently becomes delinquent in the payment of his or its County taxes, such fact shall constitute grounds for cancellation of the contract.

- (C) No bid submitted herein shall be considered unless the bidder warrants that upon execution of a contract with the County of Webb, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, sex, creed, or national origin and will submit such report as the County may thereafter require to assure compliance.
- (D) The County may, however, reject all bids whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid unless the bid has been qualified as provided in 5 (a) 3 above. The County may also waive any minor informalities or irregularities in any bid.

6. WITHDRAWAL OF BIDS:

Bids may not be withdrawn after the time set for the bid opening, unless approved by Commissioners' Court.

7. LATE BIDS OR MODIFICATIONS:

Bids and modifications received after the time set for the bid submission will not be considered.

8. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, he may submit to the Purchasing Agent on or before five days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving a set of bids. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Agent on or before five days prior to the scheduled opening.

9. DISCOUNTS:

- (A) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.

- (B) Concerning any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. AWARD OF CONTRACT:

- (A) The contract will be awarded to the lowest responsible bidder whose bid, conforming to the Invitation for Bids, is most advantageous to the County price and other factors considered.
- (B) The County reserves the right to accept any item or group of items of this bid, unless the bidder qualified his bid by specific limitations. Re Par. 5 (a) 3 above.
- (C) A written award of acceptance mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (D) Prices must be quoted F.O.B. Webb County with all transportation charges prepaid, unless otherwise specified in the Invitation for Bids.
- (E) Delivery time and prompt payment discounts, including time allowed for payment, will be considered in breaking of tie bids.

11. PERFORMANCE DEPOSIT:

- (A) The successful bidder(s) must furnish the County of Webb a performance deposit in the amount set forth in the Invitation for Bids. This deposit is not to be submitted with bids, but must be presented to the Purchasing Department upon notification.
- (B) The County of Webb will not enter a contract or issue a purchase order until the successful bidder has complied with the performance deposit provisions.
- (C) The performance deposit shall be in the form of a bond, certified check upon a State or National Bank or Trust Company signed by a duly authorized officer, thereof, or a certificate of deposit from such bank or trust company. All such bonds, checks and certificate of deposit shall be drawn payable to the order to the Webb County Treasurer and submitted to the Purchasing Agent's Office.

- (D) The performance deposit of the successful bidder(s) shall be returned by the County upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (E) Failure of vendor to perform any of the services by this contract, within ten days of receipt of written demand for performance from County, or failure of vendor to correct or replace defective goods or products, within ten days from receipt of written demand will therefore, shall constitute a total breach of this contract, and shall be cause for termination. In the event of such termination the performance deposit shall be retained by the County of Webb as liquidated damages, based upon mutual agreement and understanding between vendor and County at the time this bid is solicited, submitted and accepted, that the County of Webb is a governmental agency engaged in public projects, and that the measurement of damages which might result from a breach of the terms and specifications herein is difficult or impossible to determine. Provided, however, that if in the opinion of the Purchasing Agent and the Commissioners' Court the failure of vendor to perform the conditions of this contract is occasioned by or is the result of acts or events over which the vendor has no control, said performance deposit may in whole or in part, as may be determined by the Purchasing Agent and the Commissioners' Court, be returned to the vendor. It is understood that such determination shall be entirely discretionary with the Purchasing Agent and the Commissioners' Court.

12. WORKERS' COMPENSATION INSURANCE COVERAGE:

The Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994. The TWCC has stated that it is aware that a statutory requirement for workers' compensation insurance coverage is not being met. Therefore, Rule 110.110 requires that all bidders be covered under workers' compensation insurance to achieve compliance from both contractor(s) and governmental entities. **Attachment A** 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.

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.)

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.	OFFICE USE ONLY Date Received _____						
1 Name of Local Government Officer _____							
2 Office Held _____							
3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code _____							
4 Description of the nature and extent of employment or other business relationship with person named in Item 3 _____							
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) Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ (attach additional forms as necessary)							
6 AFFIDAVIT I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a), Local Government Code. <div style="text-align: right; margin-right: 100px;"> _____ Signature of Local Government Officer </div> <p style="text-align: center; margin-top: 10px;">AFFIX NOTARY STAMP / SEAL ABOVE</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. <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">_____</td> <td style="width: 33%; border: none;">_____</td> <td style="width: 33%; border: none;">_____</td> </tr> <tr> <td style="border: none; font-size: small;">Signature of officer administering oath</td> <td style="border: none; font-size: small;">Printed name of officer administering oath</td> <td style="border: none; font-size: small;">Title of officer administering oath</td> </tr> </table>		_____	_____	_____	Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
_____	_____	_____					
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath					

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" includes 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 been 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.

PROOF OF NO DELINQUENT TAXES 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

*** SIGNED DOCUMENT AND PROOF OF NO DELINQUENT OR OWED TAXES TO WEBB COUNTY.**