PUBLIC NOTICE

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

Re-Bid:2011-04 "Annual Contract Weatherization- Construction Contractors for Labor and Materials"

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. October 22, 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.

A Pre-Bid Conference will be held Tuesday October 12, 2010 at 10:00 a.m. at the Purchasing Department Conference room 1110 Washington St. Suite 101, Laredo, Texas 78040. Interested bidders are encouraged to attend to review all bid documents, and answer any questions.

Webb County Community Action Agency encourages all qualified historically Underutilized Business (HUBS) to participate and respond to Procurement opportunities offered by this Agency.

Because of Federal funds will be used, Davis Bacon act provisions must be followed.

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@webbcountytx.gov.

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

Dr Cecilia M Moreno

Dr. Cecilia M. Moreno
Purchasing Agent

Publish: October 06, 2010
October 13, 2010

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

"SEALED RE-BID"

"ANNUAL CONRACT FOR CONSTRUCTION CONTRACTORS FOR LABOR AND MATERIALS"

2011-04

- O Invitation of Bid
- O Submitted within bid notice due date; name and address of bidder, date of bid opening; bid number and title on outside of sealed ENVELOPE
- O Bid form requires pricing of each component
  - o Bid form requires separate pricing for material, labor & installation
  - o Please verify that totals are correct
- O Bid price included in furnished forms
- O Have read Standard Terms and Conditions
- O Proof of no delinquent taxes and conditions
- O Conflict of interest forms included
- O Workers compensation certificates(copy); include copy of insurance coverage package
- O Contractors acknowledge have read section 110.110- Reporting requirements for building or construction projects for governmental entities worker's compensation insurance coverage (Construction only)

_____

Signature of person
Completing this form

INVITATION. BID; and AWARD

(FORMAL)

County of Webb	Date Issued:	Bid No:2011-04

Sealed bid, 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 a the Office of the Webb County Clerk, Webb County Justice Center, 1110 Victoria St. Suite 201, Laredo, Texas 78042-0029 before **2:00 p.m. Central Tuesday October 22, 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 Weatherization-Construction Contractors for Labor and Materials"

General:
The Webb County Purchasing Department is soliciting bids for Weatherization- Construction Contractors for Labor and Materials for approximately 75 to 100 homes for Weatherization measures in Webb County. Scope of work consists but not limited to: Roofing, Carpentry, Wall & Floor, Window Replace & Repair, and Door Replacement & Re-caulking around A/C units, and replacement of appliances.

WEBB COUNTY COMMUNITY ACTION AGENCY
WEATHERIZATION ASSISTANCE PROGRAM

The Webb County Purchasing Department is soliciting bids for experienced contractors for the installation of Weatherization measures in Webb County. The Program is operated under the rules, regulations, and requirements set forth by the U.S. Dept. of Energy (10 CFR 440) and by the state funding agency, Texas Department of Housing and Community Affairs, for the Weatherization Program. Work performed and measures installed must meet all the TDHCA standards and be in full compliance of applicable program guidelines.

Weatherization services are designed to reduce energy costs for low-income households through proven, cost effective, weatherization techniques as presented in the Description of Work.

Other program measures designed to preserve the integrity of the home's thermal envelope, reduce energy consumption and ensure the resident's health the safety include the following:

1. Installing vents (gable, suffit, roof, etc)
2. Replacing and/or repairing windows and exterior doors
3. Repairing and/or replacing ceilings, walls and floors
4. Installing and or replacing storm windows and window pane
5. Installation of new stoves

Webb County reserves the right to reject any or all bids and/or to cancel this solicitation at any time prior to the contract award. Should a contract be awarded pursuant to this procurement, the initial (1) contract period. At Webb County's option the contract period may be extended, contingent upon contractor's successful performance and continued program funding for three (3) consecutive twelve (12) month periods.

All labor bids must be in written form and must be submitted on the correct bid sheet. Prices must be maintained for the (1) one year contract period. Bid packages, which are incomplete, lack required documentation or are illegible will be considered non-responsive and will be rejected. Submissions must include all referenced attachment and required documents.

All quoted materials must meet the Department of Energy (DOE) material specifications and must comply with the minimum standards set forth in the Texas Department of Housing and Community Affairs Material and Installation Standards Manual (ISM), 1998. The manual is available for review at 1110 Washington St. Suite 203, Laredo Texas.

Webb County expects to award annual contract to a primary vendor, a secondary vendor, and a third vendor. This selection will be based on price. Webb County also reserves the right not to select three vendors.

Because of Federal Funds will be used, Davis Bacon act provisions must be followed.

CODE OF COMPLIANCE: All installations provided pursuant to this procurement must meet applicable Federal, State and local codes, whichever shall be the most restrictive. The bidder shall be responsible for obtaining any required permit and any required payment fee, as applicable.

GENERAL CONTRACTUAL REQUIRMENTS
INSTRUCTIONS FOR LABOR BIDS

Sealed bids will be hand delivered or mailed to the following location

Webb County Clerk
Webb County Justice Center
1110 Victoria St Suite 201
Laredo, Texas 78042

Bids received after the published deadline will not be accepted and shall be returned, unopened, to bidder. All bids must be submitted in a sealed envelope, clearly mark on the outside.

A contract pursuant to this solicitation, if awarded will be for one (1) contract period. At Webb County's option the contract period may be extended, contingent upon contractor's successful performance and continued program funding three (3) consecutive twelve (12) month periods. Contract will be awarded to a primary vendor, secondary, and a third vendor. Webb County also reserves the right not to select three vendors.

The successful bidder must comply with all applicable federal, state and local laws and regulations must be able to provide a certificate of general liability insurance.

The contractor shall provide fully trained staff, supervision, tools and equipment required to accomplish the weatherization work. The contractor will be required to pick-up and transport materials to each job site, from predetermined site in Webb County, or arrange for delivery.

Each home must be completed in a timely manner; and if availability of material presents a problem, the agency is to be alerted immediately and this may require special actions to keep the work timely.

The Contractor will report only fully completed homes to the agency as completed, and will turn-in a fully itemized and signed labor invoice. All debris created by the weatherization work, must be removed and disposed of the Contractor's expense. Webb County has 30 thirty- calendar days upon receipt of invoice to final inspect the completed unit and complete payment to the contractor.

The Contractor will be responsible for any necessary corrective action, which may arise as results of the agency's final inspection: This work must be completed within 5 working days from date of notification. If a second final inspection should be required due to neglect of blatant disregard for the quality of work performed, Webb County can require the Contractor to pay $25.00 for each additional inspection for that unit.

Please direct any questions to Nyria Tijerina, Weatherization Assessor, at 956-523-4170.

CONTRACTORS JOB PERFORMANCE STANDARDS

CAULKING

All interior caulking will be with 35 yr. Siliconized clear caulk as dictated by the use of the blower door. Areas to be caulked will be include but not limited to: base boards, corner trim, cove trim, cracks and crevices in the wall and floors. Caulking will cease when the correct Desired Air Exchange (DAE) is reached for each unit.

WINDOWS

All cracked or broken windowpanes will be replaced and glazed, all lose windowpanes will be re-glazed and with new push points. All Primary windows shall be tightened and sealed to keep air and moisture out. New window lock will be installed if needed. If a new replacement window is installed, new window stop complete will be installed if the old stop is broken.

STORM WINDOWS

Primary windows will be cleaned with glass cleaner prior to the new storm windows being installed Storm windows will have self-taping screws installed 4" from each corner, and no more than 16" between fasteners.

DOORS

All exterior doors will be repaired with slab door or new metal pre-hung unit. Wood doors will receive 2 coats of wood protector. New slab doors and/or existing doors may receive jamb-up weather-stripping, threshold, door bottom, door viewer, and combo locksets keyed alike.

GABLE VENTS

Gable vents will be installed where necessary. Roof vents will be installed as needed; vents will be sealed to prevent leaking.

OUTLET AND SWITH PLATE GASKETS

Outlet and switch plates will be removed and foam gaskets installed, plates will then be reinstalled on both interior and exterior walls. Plates will be replaced where missing or broken.

REPLACEMENT LUMBER

New lumber will receive paint to match or 2 coats of wood protector.

ROOFING

New roofing and repair will be installed as funds allow on a per job basis.

REPLACING OF APPLIANCES

A/C and Heating must be replaced or repaired with high efficiency units only, gas heating appliances EER 8.5 and Electric appliances EER=12. A certified HVAC Tech must replace Central Air/Heating Systems. Stoves and refrigerators will also be replaced and must be properly installed.

DISPOSING OF TRASH AFTER COMPLETION

All debris from the job must be removed and disposed at contractor's expense.

NOTE: ALL DOORS AND LUMBER INSTALLED MUST BE PROTECTED FROM WEATHER BY APPLYING TWO COATS OF WATER SEALER, PRIMER, PAINT, OR VARNISH AS IT MAY APPLY. ALSO, ANY INCIDENT NOT LISTED THAT MAY OCCUR WILL BE NEGOTIATED.

I understand that this List is only representative of work required and is not intended to list all possible work that may be needed on any one unit. I also understand that a determination of the number of hours required to weatherizing any dwelling unit will be made by Community Action Agency (Webb County). I am also in agreement to follow all Lead – Safe Weatherization working procedures required which were presented to me in a handbook.

New EPA Rule went into effect on April 22, 2010

The new rule from the EPA (40 CFR Part 745) states that any contractor/renovator who disturbs more than six (6) square feet of painted surface must follow lead safe practices. These include activities like a sanding, cutting drywall, demolition, etc. Under the new rule, a contractor will need to become a certified renovator, taking a training course from a accredited training provider. Once they are certified, they are certified, they will need to only work for a certified firm, whether their own company, a property management firm, or another contracting company.

Contractors will also need to keep the necessary records:

- Copy of the Certified Firm and Certified Renovator(s) certifications
- Non certified worker training documentation
- Designation of Certified Renovator to the job
- Information on and results of the use of EPA-recognized test kit provided by a Certified Renovator who acted as a representative on the Certified Firm at the job site and who conducted testing for the presence of lead-based paint on surfaced to be affected by the renovation
- Lead based paint inspection reports provided by a Certified Lead Inspector or Certified Lead Risk Assessor if applicable
- Proof of owner /occupant, when they qualify to, and decide to, opt-out of lead safe work practice requirements
- Any other signed and dated documents form the owner(s) and/or residents regarding conduct of the renovation and requirements in the EPA RRP Rule
- All reports from the Certified Firm and Certified Renovator by the EPA RRP Rule

BID FORM
WEATHERIZATION CONSTRUCTION WORK LIST

Qty	Work Description	PRICE PER ONE Material Price	Labor Price	Total Price	X-Quantity Ext. Price
(60)	– Tube of Caulking	_____	_____	_____	_____
(15)	– Tube of clear Silicone	_____	_____	_____	_____
(1)	– Tube of Window glazing	_____	_____	_____	_____
(25)	– Can of foam insulation	_____	_____	_____	_____
(10)	– Box of compound	_____	_____	_____	_____
(10)	– Weather –strip for doors	_____	_____	_____	_____
(1)	– Weather – strip windows	_____	_____	_____	_____
(1)	– Weather-strip attic hatch	_____	_____	_____	_____
(1)	– Adjust weather-strip	XXXXXXXXX	_____	_____	_____
(1)	– Vinyl Cement Glue 1.gal	_____	_____	_____	_____
(20)	– Sheet of Sheetrock (Moisture proof) & t & f	_____	_____	_____	_____
(20)	– 1x4x8 wood stud	_____	_____	_____	_____
(40)	– 2x4x8 wood stud	_____	_____	_____	_____
(40)	– Sheet of plywood 5/8" For floor	_____	_____	_____	_____
(40)	– Sheet of plywood ½ in. For walls	_____	_____	_____	_____
(20)	– T1-11 sheet of plywood For exterior of siding	_____	_____	_____	_____
(20)	– Sheet of wall paneling	_____	_____	_____	_____
(20)	– 2 ½ white base molding Per 10 L/F	_____	_____	_____	_____
(10)	– 3in White Base molding Per 10 L/F	_____	_____	_____	_____
(10)	– Cover base molding per 10 L/F	_____	_____	_____	_____
(10)	– Door casing per 8 L/F	_____	_____	_____	_____

(40) – Remove & Install a new Gas stove	_____	_____	_____	_____
(20) – Stove range hood 30" Properly vented	_____	_____	_____	_____
(5) – Stove range hood 36" Properly vented	_____	_____	_____	_____
(1) – Clean stove burners	XXXXXXXXXX	_____	_____	_____
(40)- Gas connector Kit	_____	_____	_____	_____
(40) – Carbon monoxide Detector	_____	_____	_____	_____
(40) – Smoke Detector	_____	_____	_____	_____
(20) – White roof sealant Per gal	_____	_____	_____	_____
(15) – 1gal Roof tar	_____	_____	_____	_____
(10) – 5 gal Roof tar	_____	_____	_____	_____
(5) – Black film for roof #15 Per/rl	_____	_____	_____	_____
(5) – Black film for roof #30 Per/rl	_____	_____	_____	_____
(5) – Black film for room #90 Per /rl	_____	_____	_____	_____
(10) – Flashing pipe-rock jack	_____	_____	_____	_____
(10) – 20 year Roof Shingles Per square	_____	_____	_____	_____
(1) – R-19 Batt insulation per L/F (not for attic use)	_____	_____	_____	_____
(1) – Turtle Vent	_____	_____	_____	_____
(1) – Gable Vent	_____	_____	_____	_____
(1) – Soffit Vent	_____	_____	_____	_____
(15)- Register vent for flooring Or ceiling	_____	_____	_____	_____
(25) – Exhaust bathroom vent Properly vented	_____	_____	_____	_____
(30) – Electric switch cover Plate-single or multi	_____	_____	_____	_____

(30) – Electric plug cover plate	_____	_____	_____	_____
(20) – Blanch switch plate Cover any size	_____	_____	_____	_____
(20) – Outlet for light switch foam	_____	_____	_____	_____
(15) – Gasquet outlet	_____	_____	_____	_____
(1) – Light switch gasquet	_____	_____	_____	_____
(5) – Reattach Ceiling fan	XXXXXXXXX	_____	_____	_____
(5) – Light fixture (bulb)	_____	_____	_____	_____
(50) – Fluorescent light bulb 20w, 23w,25w, or 27w	_____	_____	_____	_____
(1) – Socket	_____	_____	_____	_____

REMOVE & INSTALL

(5) – Pre-hung metal door 32x80 Energy Star R-valve 4	_____	_____	_____	_____
(10) – Pre-hung metal door 34x80 Energy Star R-valve 4	_____	_____	_____	_____
(3) – Pre-hung metal door 35x80 Energy Star R-valve 4	_____	_____	_____	_____
(10) – Pre-hung metal door 36x80 Energy Star R-valve 4	_____	_____	_____	_____
(10) – Replace a mobile hm. Door (any measurement) E-Star	_____	_____	_____	_____
(15) – Adjust any size door	XXXXXXXX	_____	_____	_____
(30)- Deadbolt entry lock set	_____	_____	_____	_____
(1) – Door knob	_____	_____	_____	_____
(10) – Door Bumper	_____	_____	_____	_____
(10) – Door Stop	_____	_____	_____	_____
(10) – Door Sweeps	_____	_____	_____	_____
(1) – Door Bottom	_____	_____	_____	_____
(10) – Threshold	_____	_____	_____	_____
(1) - Hinges	_____	_____	_____	_____

(10) – Door Striker plate	_____	_____	_____	_____
(5) – Reframe door on wood (any size)	XXXXXXXXXX	_____	_____	_____
(10) – Reframe door any masonry (any size)	XXXXXXXXX	_____	_____	_____
(100)- Remove window and Replace it with a low energy-window (any measurement)	_____	_____	_____	_____
(25) – Remove a mobile hm. Window and replace it with a low e. window	_____	_____	_____	_____
(10) – Reframe wood window Frame (any measurement)	XXXXXXXXXX	_____	_____	_____
(10) – Reframe alum window Frame (any measurement)	XXXXXXXXXX	_____	_____	_____
(50) – Commercial grade Window solar screen (each) any size	_____	_____	_____	_____
(4) – Commercial grade Window solar screen (each) eyebrow) *Solar screens must cover 90% of sunlight	_____	_____	_____	_____
(10) – Bag of motar mix (10lbs)	_____	_____	_____	_____
(7) – Construct a platform for The inside of the central unit	_____	_____	_____	_____
(5) – Cement platform for Condenser unit	_____	_____	_____	_____
(10) – Perform a Manual J. Assessment	XXXXXXXXXX	_____	_____	_____
(10) – Digital Thermostat	_____	_____	_____	_____
(1) – Smart Thermostat	_____	_____	_____	_____

REMOVE & INSTALL

(3) – 2.5 ton elec. central unit Minimum 14.5 SEER	_____	_____	_____	_____
(3) – 3.0 ton elec. central unit Minimum 14.5 SEER	_____	_____	_____	_____
(3) – 3.5 ton elec. central unit Minim 14.5 SEER	_____	_____	_____	_____
(2) – 4.0 ton elec. central unit Minimum 14.5 SEER	_____	_____	_____	_____

(1) -5.0 ton elec. central unit Minimum 14.5 SEER	_____	_____	_____	_____
(3) – 2.5 ton gas central unit Minimum 14.5 SEER	_____	_____	_____	_____
(2) – 3.0 ton gas central unit Minimum 14.5 SEER	_____	_____	_____	_____
(2) – 3.5 ton gas central unit Minimum 14.5 SEER	_____	_____	_____	_____
(3) – 4.0 ton gas central unit Minimum 14.5 SEER	_____	_____	_____	_____
(3) – 5.0 ton gas central unit Minimum 14.5 SEER	_____	_____	_____	_____
(3) – 2.5 ton gas central unit For mobile home minimum 14.5 SEER	_____	_____	_____	_____
(3) – 3.0 ton gas central unit For mobile home minimum 14.5 SEER	_____	_____	_____	_____
(3) – 3.5 ton gas central unit For mobile home minimum 14.5 SEER	_____	_____	_____	_____
(3) – 4.0 ton gas central unit For mobile home minimum 14.5 SEER	_____	_____	_____	_____
(3) – 2.5 ton condenser	_____	_____	_____	_____
(3) – 3.0 ton condenser	_____	_____	_____	_____
(3) – 3.5 ton condenser	_____	_____	_____	_____
(2) – 4.0 ton condenser	_____	_____	_____	_____
(1) – 5.0 ton condenser	_____	_____	_____	_____
(50) – Seal duct with mastic & metal tape (1 duct)	_____	_____	_____	_____
(10) – Coil cleaning for air Handler	_____	_____	_____	_____
(10) – 1lb of Freon	_____	_____	_____	_____
(8) – Replace breaker box	_____	_____	_____	_____
(10) – Replace individual Breaker	_____	_____	_____	_____
(20) – Replace electrical Wiring per appliance	XXXXXXXXXX	_____	_____	_____

(5) – Install drain pan for
Replacement of central units in attic _____ _____ _____ _____

(2) – 5,000 btu a/c window unit
Energy star or 10>EER _____ _____ _____ _____

(2) – 6,000 btu a/c window unit
Energy star or 10>EER _____ _____ _____ _____

(2) – 8,000 btu a/c window unit
Energy star or 10>EER _____ _____ _____ _____

(2) – 10,000 btu a/c window unit
Energy star or 10 EER _____ _____ _____ _____

(2) – 12,000 btu a/c window unit
Energy star or 10 EER _____ _____ _____ _____

(2) – 14,000 btu a/c window unit
Energy star or 10>EER _____ _____ _____ _____

(1) - 25,000 btu a/c window unit
Energy star 10>EER _____ _____ _____ _____

(2) – 8,000 btu 120 voltage e/star
Or 10>EER w/unit with heat pump _____ _____ _____ _____

(2) – 10,000 btu 120 voltage e/star
Or 10>EER w/unit with heat pump _____ _____ _____ _____

(2) – 12,000 btu 120 voltage e/star
Or 10>EER w/unit with heat pump _____ _____ _____ _____

(1) – Coil cleaning for an a/c unit XXXXXXXXXX _____ _____ _____

REMOVE & INSTALL

(5) – 18cf refrigerator energy star
Saver rated _____ _____ _____ _____

(5) – 21cf refrigerator energy star
Saver rated _____ _____ _____ _____

REMOVE & INSTALL

(5) – Energy star 30gal elec.
Water heater _____ _____ _____ _____

(5) – Energy star 40gal elec.
Water heater _____ _____ _____ _____

(1) – Energy star 50gal elec.
Water heater _____ _____ _____ _____

(1) – Energy star 30gal natural
Gas water heater

_____ _____ _____ _____

(5) – Energy star 40gal natural
Gas water heater _____ _____ _____ _____

(1) – Energy star 50 gal natural
Gas water heater _____ _____ _____ _____

(1) – Energy star 30gal lp water
Heater _____ _____ _____ _____

(1) – Energy star 40gal lp water
Heater _____ _____ _____ _____

(1) – Insulation blanket _____ _____ _____ _____

(15) – Water heater shed
w/proper ventilation _____ _____ _____ _____

(25) – Vent water heater 2ft
Above roof _____ _____ _____ _____

(25) – Replace water heater _____ _____ _____ _____
Hoses drain line for water heaters-must be 3" from w/h & 6" above floor

(15) – Flex conduit for
Electrical water heater _____ _____ _____ _____

(20) – Construct a platform 18in
Above ground for the water heater _____ _____ _____ _____

(10) – Replace 1ft of black or
Copper line _____ _____ _____ _____

(10) – Run a 10ft gas line _____ _____ _____ _____

(5) – Black pipe for gas connection
Or current material per L/F _____ _____ _____ _____

(5) – Water heater shed door _____ _____ _____ _____

(15)- Extra electrical work needed
When replacing appliance _____ _____ _____ _____

(1) – Remove old unit & install new
Evaporative cooler 3000 cm _____ _____ _____ _____

(1) – Remove old unit & install
New cooler 4000 cm _____ _____ _____ _____

(15) – Wall furnace, natural gas
Input 25k but, single air outlet _____ _____ _____ _____
With thermostat control, 4in vertical vent, 68x6 ½ in (properly vented)

(20) - Oval vent (wall furnace)
Kit vertical _____ _____ _____ _____

(10) - Construct a frame for wall
Furnace _____ _____ _____ _____

(20) – Remove burglar bars on
Concrete or brick XXXXXXXXXX _____ _____ _____

(10) – Re-install burglar bar XXXXXXXXXX _____ _____ _____

(10) – Cut burglar bars To fit ac window unit	XXXXXXXXXX	_____	_____	_____
(25) – Sheet of corrugated steel Roof repair	_____	_____	_____	_____
(1) – Lead safe suits	_____	_____	_____	_____
(5) – Install attach hatch with Cover (must use new material)	_____	_____	_____	_____
(10) – 1gal of exterior primer	_____	_____	_____	_____

TOTALS $_____

**** Replace of doors and Windows must be the standards of AAMA /NWWDA 101/I.S. 2.97 ****

****When replacing an Appliance, the old unit must be properly disposed ****

CONDITIONS:

1. ALL bid quotations must be submitted with this specification form.

2. The County reserves the right to hold all bids for period of (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 himself 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 invitation.

5. **Bid prices must be quoted F.O.B. destination point and unloaded the vendor within corporate limits of Webb County, Texas. Final location will be supplied vendor upon award of contract.**

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

AVAILIBILITY OF FUNDS FOR NEXT FISCAL YEAR:

Funds are not presently available for performance under this contract beyond March 31, 2011. 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 April 01, 2012 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 payment request to be processed efficiently and will expedite payment to you!

REMARKS:

BIDDERS INFORMATION:

Name of Company: _____

Address: _____

_____

Phone: _____

Email address: _____

Signature of Person Authorized to Sign Bid:

_____
(Signature)

_____
(Print Name)

_____
(Title)

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

_____

Date: _____

IMPORTANT

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

Proof of No Delinquent Taxes owed to Webb County

*** PLEASE ATTACH PROOF OF NO PROPERTY TAXES AS A BUSINESS OR RESIDENT DELIQUENT 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 not 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 November 8, 2010 and terminating November 8, 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 Moreno

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 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 form 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 contactor 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 overage 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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Davis Bacon Act

Following the Davis Bacon Act regulations is not a requirement for the bid; however it is important for Webb County to know if you will be following the regulations.

- O I will be following the Davis Bacon Act regulations
- O I will not be following the Davis Bacon Act regulations.

_____

Signature of person submitting Bid

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.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 06/29/2007