



Request for Bids

RFB #23-0501

**Vault Toilet Cleaning
Services**

February 2023

Authority General Office
12777 Hwy. 87 N.
Orange, TX 77632
409.746.2192

Toledo Bend Division
450 Spur 135
Burkeville, TX 75932
409.565.2273

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Notice to Bidders

The Sabine River Authority of Texas (SRA) is seeking bids for Toilet Vault cleaning services at the proposed locations. Sealed bids are to be received in the office of the Division Manager, Sabine River Authority of Texas (SRA) Toledo Bend Division Office at 450 Spur 135 Burkeville, TX, 75932 for response to this request for bid, until **10:00 a.m. Thursday March 9, 2022**. Bids will, immediately thereafter, be publicly opened and read aloud.

Bids must be submitted and received no later than the opening date and time specified above. Any Bid received later than the specified time will not be considered and will be returned unopened. The SRA is not responsible for ensuring the delivery of Bids to our offices. Bids shall be sealed and clearly marked, "Request for Bid – Toledo Bend Portable Toilet Cleaning Service Project (RFB#23-0501)."

Mail Bids to:

Sabine River Authority of Texas
Attn: Andrew Mills
450 Spur 135
Burkeville, TX 75932

OR

Deliver Bids to:

Sabine River Authority of Texas
Attn: Andrew Mills
450 Spur 135
Burkeville, TX 75932

Wednesday March 1, 2023 will be the deadline to ask questions in regards to this bid package.

The Sabine River Authority reserves the right to adopt the most advantageous interpretation of the bids submitted in the case of ambiguity or lack of clearness in stating proposal prices, to reject any or all bids, and/or waive any formalities.

Contract documents may be obtained from (1) SRA Authority General Office, 12777 Hwy. 87 N., Orange, TX or (2) SRA Toledo Bend Division Office, 450 Spur 135, Burkeville, TX or (3) by download from www.sratx.org under doing business "bid opportunities" or www.civcast.com under project "Sabine River Authority of Texas – Toledo Bend Portable Cleaning Service Project" or (4) by email request to purchasing@sratx.org. Parties requesting sets to be mailed shall pay all charges involved.

Questions regarding contract documents may be emailed to purchasing@sratx.org or directed to Stephanie Stanley at 409.746.2192.

General Information and Instructions

This Request for Bid is to provide for a Portable Toilet Cleaning Services for the Sabine River Authority of Texas (SRA) Toledo Bend Division Office in Newton County, Texas. A detailed scope of work and specifications are provided later in this package.

Below is the calendar of events associated with this request:

Date	Description
February 16, 2023	First publication date for Notice to Bidders
February 23, 2023	Second publication date for Notice to Bidders
N/A	Pre-Bid Conference at SRA Toledo Bend Division Office 450 Spur 135 Burkeville, TX, 75932
March 1, 2023, at 2:00 p.m.	Last date and time to ask questions or request additional information. Email questions to purchasing@sratx.org
March 2, 2023	Responses to questions distributed as an addendum to the bid package.
March 9, 2023, at 10:00 a.m.	Bids will be opened and read out loud at SRA Toledo Bend Division Office 450 Spur 135 Burkeville, TX, 75932
April 2023	Anticipated time frame for commencement of services

At the Sabine River Authority of Texas, our goal is to purchase goods and services that are determined to be the best value to meet our business needs. We support open, fair, and unrestricted competition in selecting products and services with equal opportunity provided to all qualified parties including small business enterprises, Historically Underutilized Businesses, and Disadvantaged Business enterprises.

Preparation of Bids

Sealed bids shall be prepared and submitted in compliance with the specifications outlined in this Request for Bid package and the Notice to Bidders. All blank places on the Bid Proposal form must be filled in as noted, in ink (except for price extensions and totals), and no changes shall be made in the phraseology of the forms or of the items mentioned therein. No changes shall be made in any prices which may be prescribed for specific bid items.

All lump sum and unit prices must be stated in both words and figures; however, do not extend your unit prices. That function will be performed by SRA. If you extend the unit price bid, the extension amount will be ignored in determining the low bidder.

In case of any discrepancy between the written amounts and the figures, the written amounts shall govern. For those items of the proposal containing two or more alternate materials, equipment, or methods, the Bidder will select the material, equipment, or method bid by crossing out the remaining materials, equipment, or method, or by listing, circling, or checking the selected method if so indicated. Any Bid may be deemed irregular which contains any omission, erasure, alteration, addition, irregularity of any kind, or item not called for, or which does not contain prices set opposite to each of the several items in the Bid Proposal or in which any of the prices are obviously unbalanced or which shall in any manner fail to conform to the conditions set forth in this request for bid. No qualifying statements shall be included in the Bid Proposal, or in an accompanying letter, unless specifically called for. Such statements will be cause for rejection of the Bid.

To be valid, all Bids must be manually signed in ink by an authorized person in the blank space provided on the Bid Proposal form. By such signature, the Bidder agrees to strictly abide by the terms, conditions, and scope of work herein. To ensure consideration, the Bid must be enclosed in a sealed envelope and labeled as described in the Notice to Bidders. The Bid shall be accompanied by the required information as indicated in this Bid package.

Pre-Bid Conference

A pre-bid conference **will not** be held for this solicitation.

Interpretation of Contract Documents

Bidders desiring further information or interpretation of the contract documents must make request for such information in writing to the purchasing representative. The email address to submit these questions is: purchasing@sratx.org. Such requests should be received five (5) days prior to the date for the Bid opening. The purchasing representative will direct any inquiries to the appropriate SRA personnel, and any answers to such requests will be given in writing to all Bidders, in addendum form, and all addenda will be bound and made a part of the contract. No other explanation or interpretation will be considered official or binding. Should a Bidder find discrepancies in, or omissions from the contract documents or should he be in doubt as to their meaning, he should at once notify the purchasing representative in order that a written addendum may be sent to all Bidders. It is the responsibility of the Bidders to know if they have received all such addenda, complete files of which will be maintained at both the Authority General Office and the Toledo Bend Division Office.

Examination of Contract Documents and Site

In preparation of the Bid for the project, consideration must be taken to examine contract documents, make observations and investigations, and correlate knowledge and observations with the requirements set forth such as:

- a. Read the contract documents and related technical data and reports thoroughly. Use the complete set of contract documents in preparing bids. Assume responsibility for errors or misinterpretations resulting from the use of partial or incomplete contract documents.
- b. Visit the site to become familiar with general, local, and site conditions that may affect cost, progress, or performance of the work in any manner.
- c. Become familiar with federal, state, and local laws, ordinances, rules and regulations affecting cost, progress, or performance of work.

Surveys and investigation reports of latent physical conditions at the site, or conditions or situations affecting the design of the project used in preparing the contract documents are referenced in the supplementary conditions.

- a. These reports are available for information only and the SRA does not guarantee their accuracy or that any opinions expressed in the report are correct.
- b. Make additional surveys and investigations as necessary to determine the bid price for performance of the work in compliance with the terms of the contract documents before submitting a bid.
- c. The cost for these investigations is to be paid by the bidders.

Acknowledge sole responsibility for job site safety, including trench excavation and confined space entry safety, by the submission of a Bid for this project. The submission of a Bid is incontrovertible representation by the Bidder that he has complied with every requirement of this section.

Qualification Statement of Respondents

Bidders must submit documentation within five (5) days of SRA's request to demonstrate that the Provider is qualified by experience and capability of successfully executing the contract within the contract time and for the contract amount. The following information should be included:

- a. Qualifications and experience of the Bidders, including key personnel to be assigned to the project.
- b. Qualification and experience of subProviders.
- c. Qualifications of manufacturers proposed to furnish the principal items of material or equipment.
- d. Financial data consisting of audited financial statements for the last five years.
- e. Previous experience and present contracts.
- f. List of available equipment.
- g. Evidence of authority to conduct business in the jurisdiction where the project is located.

The SRA may conduct investigations as considered necessary to establish the responsibility, qualifications, and financial ability of the Bidders, proposed sub Providers, and other persons or organizations to do the work as described. The SRA may reject the Bid of any Bidder who does not meet any such evaluation to our satisfaction.

Conflict of Interest

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity (i.e. Sabine River Authority) must disclose in the Conflicts of Interest Questionnaire Form (CIQ) the person's affiliation or business relationship that might cause a conflict of interest with the local government entity. By law, the CIQ must be filed with the SRA Records Management Officer no later than seven (7) days after the date the person begins contract discussions or negotiations with the SRA or submits an application or response to a Request for Bids, correspondence, or another writing related to a potential agreement with SRA. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the CIQ is attached. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 carries a penalty up to a Class A misdemeanor.

Unit Price and Quantities

The unit price for each of the items in the Bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price represents the total bid. Any Bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

Unless stated otherwise in this Bid package, the SRA is obligated during the period stipulated to purchase all its normal requirements from the successful Bidder and the Bidder is obligated to supply the quantities which the SRA requires. The quantities stated are given as a general guide for bidding but are not guaranteed amounts, they represent the best estimated usage. The SRA reserves the option to purchase more or less of those services at the Bid price.

Sales Tax

SRA is exempt by law from payment of Texas State Sales and Use Tax Laws and Federal Excise Tax. The Bidder shall not include such taxes in the Bid.

Contract Time

The commencement and completion time for the project shall be as stipulated in the Bid proposal.

Wage Rates and Employment Qualifications

The Bidder's attention is called to the fact that not less than the federally determined prevailing (Davis-Bacon and Related Acts) wage rate as contained in the contract documents must be paid on this project.

Modification or Withdrawal of Bids

Any modifications or withdrawals to Bid submissions which occur prior to the Bid opening can be done upon written request to SRA. Modified Bids must still be submitted before the Bid opening and meet all stated requirements. Modifications cannot be made to any Bid submission after the Bid opening. No Bid may be withdrawn for a period of ninety (90) days after Bid opening, except by mutual consent of SRA and the Bidder.

Time for Receiving Bids

Bids received prior to the advertised hour of opening will be kept securely sealed. The representative appointed to open the Bids will decide when the specified time has arrived, and no Bid received thereafter will be considered.

Required Bid Response Documents

The following documents are required to be completed and be considered as a responsive bidder to this request for bid.

- a. Bid Proposal document completed and signed as described above.
- b. Bid Bond
- c. Bid Opening Form – This form is to be completed which will be read publicly at the public bid opening.
- d. Vendor Compliance to State Law Form
- e. Bonding Company Information – Identification of bonding company to be used for performance and payment bonds in the event of being awarded as successful Bidder.
- f. Non-Collusion Affidavit
- g. Form W-9 Request of Taxpayer Identification Number and Certification
- h. Conflict of Interest Questionnaire Form
- i. Additional items as stipulated in the request for bid

Opening of Bids

The SRA will, at the time and place fixed for the opening of Bids, open each Bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present at the public bid reading.

Representation

By executing and submitting a Bid, the Bidder hereby represents and warrants to SRA that the Bidder has read and understands the Bid documents and the Bid is made in accordance with the Bid documents. The Bidder also represents and warrants that the individual submitting the documents made part of the bid response is authorized to sign such documents on behalf of the Bidder and to bind the Bidder under any contract that may result from the submission of the response.

Confidentiality of Documents

The SRA is subject to the Texas Public Information Act (PIA). Any information submitted to the SRA by the Bidder shall be considered non-confidential and available to the public, except as follows:

In the event a Bidder considers a specific portion of their Bid to be confidential and subject to an exception to disclosure under the PIA, such portion must be clearly identified and marked "CONFIDENTIAL". Do not mark an entire proposal confidential, as this is not in conformance with the PIA and is not acceptable. Only the specific portion or portions of the Bid that the Bidder considers to be confidential pursuant to the PIA should be marked. **IF AN ENTIRE BID IS MARKED CONFIDENTIAL, THE SRA WILL NOT TREAT ANY PORTION OF THE BID AS CONFIDENTIAL AND THE BID MAY BE REJECTED AS NON-CONFORMING.** The SRA will honor notations of confidentiality in accordance with this paragraph and decline to release such information initially; however, final determination of whether a particular portion of a Bid may in fact be withheld pursuant to the PIA will be made by the Texas Attorney General or a court of competent jurisdiction.

In the event a public information request is received for a portion of a Bid that has been marked confidential, the SRA will ask the affected Bidder if the information may be released. If the release is agreed to, the SRA shall release the information.

If the release is denied, the matter shall be referred to the Texas Attorney General's Office in accordance with the process set forth in the PIA. The Bidder shall be fully and solely responsible for submitting arguments and evidence within the statutory timeframes to the Texas Attorney General's Office regarding its claim of confidentiality. The SRA will NOT submit arguments on behalf of the Bidder.

The Texas Attorney General's Office shall rule on the matter. In the event that it is determined by opinion of the Texas Attorney General or court of competent jurisdiction that such information may not be withheld, then such information will be made available to the requestor. If it is determined that the information may be withheld, SRA will withhold the information from the requestor.

Pricing information contained in bids or contracts is not considered confidential under the PIA and will be disclosed without making a request to the Texas Attorney General.

Award of Contract

Unless SRA elects to reject all Bids, the contract will be awarded as promptly as possible, consistent with the time required for a thorough analysis of all Bids submitted. Bidders are required to hold bids for the minimum time frame as stipulated in this Request for Bid. The award will be made to the lowest responsive, responsible Bidder or to the Bidder who provides goods or services at the best value for SRA.

In determining the best value for SRA, the following may be considered:

- a. The amount bid;
- b. Reputation of the bidder and the bidder's goods or services;
- c. Quality of the bidder's goods or services;
- d. Extent to which the goods or services meet the needs of SRA;
- e. Bidder's past relationship with SRA;
- f. Total long-term cost to SRA to acquire the bidder's goods or services;
- g. Bidder's past experience in performing similar work;
- h. Bidder's financial record indicating the stability of the bidder;
- i. Bidder's history of successfully completing projects; and
- j. Any relevant criteria specifically listed in the request for bids or proposals.

Each Bidder agrees to waive any claim it has or may have against the Owner, Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any Bid.

Execution of Agreement

Upon award to the successful Bidder, the following conditions and requirements are part of the execution of the agreement by the Provider as specified herein.

Insurance Requirements

The Provider shall, at their sole expense, maintain insurance coverage as outlined in the General Conditions. The Provider must provide proof of the required insurance coverage and obtain approval from SRA prior to entering into the contract.

Equal Opportunity

SRA provides equal opportunity for all qualified parties including Historically Underutilized Businesses (HUBs). If your organization or any associated sub-Providers on the project are a certified HUB with the State of Texas, please submit documentation of the certified organization, including description of the work, percentage of the contract expected to be completed by the HUB, and the certification number of the HUB.

Executed Documents

Agreement will be prepared in not more than six counterpart (original signed) sets. SRA will furnish Provider three sets of conforming contract documents free of charge. Any additional sets will be obtained at commercial reproduction rates.

**Request for Bids – Scope of Work
Toledo Bend Vault Toilet Cleaning
Services
RFB #23-0501**

General

Furnish all labor, materials, tools, equipment for vault toilet cleaning services.

Scope of Services

Work shall conform with the provisions of the General Conditions, the Special Conditions of the Agreement, the Bid, and the Agreement. The work to be performed is described in general, non-inclusive terms and includes furnishing all labor, materials, and equipment necessary to complete the services. This contract shall provide for Vault Toilet Cleaning Services for the Sabine River Authority of Texas (SRA) at multiple locations at the Toledo Bend Division. Each vault unit would contain approximately 1,000 gallons to be removed per clean out.

PART 1 – SCOPE OF WORK

1.1 General Specifications for the vault toilet cleaning services:

1.1.1 Contract Cleaning Locations:

1. Haley's Ferry – 1 Vault
2. Ragtown- Restrooms with Running Water
 - a. Boat Ramp Restroom- Men and Women (two stalls and one sink)
 - b. Camping Restroom #1-Men and Women (two stalls and one sink)
 - c. Camping Restroom #2-future site
 - d. Camping Restroom #3-Four Individual Units (Shower, Toilet, and sink) each
3. Indian Mounds- 4 Vaults
4. Six Mile- 1 Single Vault
5. Lakeview- 1 Double Vault
6. Willow Oak- 1 Double Vault

1.2.1 Contract Cleaning Services

Vault Toilets would be cleaned twice a week on Monday and Friday, unless otherwise specified. Cleaning services would include the following list:

1. Sweeping
 2. Rinsing or Mopping
 3. Debugging and cleaning spiderwebs
 4. Sanitizing
 5. Wiping surfaces
 6. Washing
 7. Stocking paper goods
-

The entire area of the restroom should be included for cleaning, ceiling, walls, flooring, door, toilet, sink, benches, and fixtures. Exterior areas that will need to be cleaned are door, exterior entrance area, and/or porch area. Exterior areas will need to be cleaned of spider webs and mildew when necessary.

PART 2 – SCOPE OF WORK

2.1 General Specifications for the vault toilet pump-out

2.1.1 Contract Vault Toilet Location

1. Haley's Ferry – 1 Vault
2. Indian Mounds- 4 Vaults
 - a. Main Boat Ramp Single Vault
 - b. Camping Boat Ramp Single Vault
 - c. Crazy Horse Double Vault
 - d. Buffalo Hide Double Vault
3. Six Mile- 1 Single Vault
Pump out monthly March-August and once every two months September-February
4. Lakeview- 1 Double Vault
5. Willow Oak- 1 Double Vault

2.2.1 Contract Pump out Services

1. Pump out three (3) times per year; April, June & September unless otherwise noted.
2. Clean the entire contents of vault and properly dispose of the contents
3. Add approximately 80 gallons of fresh water to each vault to prevent flies and help in the future.

BID PROPOSAL
Toledo Bend Vault Toilet Cleaning Services RFB
#23-0501

Place: _____ Burkeville, Texas

Date: _____

Proposal of _____

_____ hereinafter called Bidder, (a corporation organized under the laws of the State of _____) (partnership consisting of _____) (a proprietorship) (strike out inapplicable references).

To: Sabine River Authority of Texas, Orange County, Texas; (hereinafter called Owner):

The Bidder, in compliance with your request for proposals for the herein referenced construction, having examined the contract documents, drawings and related documents and being familiar with all of the conditions surrounding the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Owner. A service contract shall be implemented for one year with an option for a one-year renewal.

Bidder acknowledges receipt of the following addenda:

Addendum No. 1 dated _____, _____ Received _____
Addendum No. 2 dated _____, _____ Received _____
Addendum No. 3 dated _____, _____ Received _____
Addendum No. 4 dated _____, _____ Received _____
Addendum No. 5 dated _____, _____ Received _____, _____

Base Proposal: Bidder agrees to perform all the improvements and related items described in the specifications and shown on the drawings for the sum of the following unit prices and lump sum prices:

Bidder agrees that if the contract is awarded to him, he will secure proper compliance with the terms and provisions of the contract, to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

Bidder represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Bid with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Bid and any resulting contract.

Bidder certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and agrees that in the event of discrepancy between words and figures for any price, the words shall control.

The Bidder represents to the Owner as follows:

- (1) That he has personally examined and verified the bid, together with all figures, work papers, and other data that were used in preparing this bid, and that he finds them in all things correct and that the bid is full, complete, and correct in every respect;
- (2) That if the Owner accepts his bid and awards the contract to him, that he, or the person or corporation for whom he is acting will execute a contract and will perform the work in accordance with the contract documents upon which the bid is based.
- (3) That he will comply with and will cause all sub-Provider s to comply with the requirement of Chapter 2258, Subchapter B, of the Local Government Code to compensate workers at not less than the federally determined prevailing wage rates.

BID PROPOSAL
Toledo Bend Vault Toilet Cleaning Services
RFB #23-0501

Item	Quantity	Unit	Description	Unit Price	Total Price
<u>BASE BID ITEMS CLEANING</u>					
1.	1	Ea	Cleaning of Haley's Ferry one (1) Vault ceiling, walls, flooring, door, toilet, sink benches, and fixtures. Exterior area will need to be cleaned when necessary.		
			DOLLARS		
			CENTS	\$	\$ *
			Lump Sum		
2.	4	EA	Cleaning of Restrooms with Running Water at Ragtown Boat Ramp, and camping sites. Interior cleaning will be the walls flooring door, toilet, sink, benches, and fixtures. Exterior area will need to be cleaned when necessary.		
			DOLLARS		
			CENTS	\$	\$ *
			Unit Price		
3.	4	EA	Cleaning of Indian Mounds four (4) Vault ceiling, walls, flooring, door, toilet, sink benches, and fixtures. Exterior area will need to be cleaned when necessary.		
			DOLLARS		
			CENTS	\$	\$ *
			Unit Price		

4.	1	EA	Cleaning of Six Mile one (1) Single Vault ceiling, walls, flooring, door, toilet, sink benches, and fixtures. Exterior area will need to be cleaned when necessary.		
			DOLLARS		
			CENTS	\$	\$ *
			Unit Price		
5.	1	EA	Cleaning of Lakeview one (1) Double Vault ceiling, walls, flooring, door, toilet, sink benches, and fixtures. Exterior area will need to be cleaned when necessary.		
			DOLLARS		
			CENTS	\$	\$ *
			Unit Price		
6.	1	EA	Cleaning of Willow Oak one (1) Double Vault ceiling, walls, flooring, door, toilet, sink benches, and fixtures. Exterior area will need to be cleaned when necessary.		
			DOLLARS		
			CENTS	\$	\$ *
			Unit Price		

BASE BID ITEMS PUMP-OUT

7.	1	Ea	Pump Out of Haley’s Ferry one (1) Vault 3 times per year unless otherwise noted. Clean the entire contents of vault, properly dispose and add approximately 80 gallons of fresh water.		

			DOLLARS		

			CENTS	\$	\$ *
			_____	_____	_____
			Unit Price		
8.	2	EA	Pump Out of Indian Mounds two (2) Single Vaults 3 times per year unless otherwise noted. Clean the entire contents of vault, properly dispose, and add approximately 80 gallons of fresh water.		

			DOLLARS		

			CENTS	\$	\$ *
			_____	_____	_____
			Unit Price		
9.	2	EA	Pump Out of Indian Mounds two (2) Double Vault 3 times per year unless otherwise noted. Clean the entire contents of vault, properly dispose, and add approximately 80 gallons of fresh water.		

			DOLLARS		

			CENTS	\$	\$ *
			_____	_____	_____
			Unit Price		

10.	1	EA	Pump Out of Six Mile one (1) Single Vault monthly March-April. Pump Out every two months September- February unless otherwise noted. Clean the entire contents of vault, properly dispose, and add approximately 80 gallons of fresh water.		
				DOLLARS	
				CENTS	\$ \$ *
			Unit Price		
11.	1	EA	Pump Out of Lakeview one (1) Double Vault 3 times per year unless otherwise noted. Clean the entire contents of vault, properly dispose, and add approximately 80 gallons of fresh water		
				DOLLARS	
				CENTS	\$ \$ *
			Unit Price		
12.	1	EA	Pump Out of Willow Oak one (1) Double Vault 3 times per year unless otherwise noted. Clean the entire contents of vault, properly dispose, and add approximately 80 gallons of fresh water.		
				DOLLARS	
				CENTS	\$ \$ *
			Unit Price		

BID PROPOSAL
Toledo Bend Vault Toilet Cleaning Services
RFB #23-0501

Total Base Bid:

(To be calculated by Owner and/or Engineer. Bidder to complete Bid Opening Sheet)

(\$ _____).

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above unit prices shall include all labor, materials, tools, equipment, supervision, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of Owner's written acceptance of this bid, Bidder will execute the formal contract within 15 days and deliver Bonds and Insurance as required under the General Conditions.

Seal & Authorization
(If Corporation)

By: _____

Title: _____

Mailing Address: _____

Street Address: _____

City, State, Zip: _____

County: _____

Phone: _____

Bidder shall supply the following information for each principal in the firm:

Name:	
Mailing Address:	
City, State, Zip Code:	
Social Security Number:	
Name:	
Mailing Address:	
City, State, Zip Code:	
Social Security Number:	
Name:	
Mailing Address:	
City, State, Zip Code:	
Social Security Number:	
Name:	
Mailing Address:	
City, State, Zip Code:	
Social Security Number:	
Name:	
Mailing Address:	
City, State, Zip Code:	
Social Security Number:	
Name:	
Mailing Address:	
City, State, Zip Code:	
Social Security Number:	

BID OPENING

In the space provided below, enter your total Base Bid amount for this project. Only this figure will be read publicly at the public bid opening.

It is understood and agreed by the bidder in signing the proposal that the total bid amount entered below is not binding on either the bidder or the Owner. It is further agreed that the official total bid amount for this proposal will be determined by multiplying the unit prices for each unit price pay item by the respective estimated quantities shown in this proposal, and then totaling all of the extended amounts plus the amounts bid for all lump sum items.

Project: RFB #23-0501
 Toledo Bend Vault Toilet Cleaning

Owner: Sabine River Authority of Texas
 Orange County, Texas

\$

Total Base Bid Amount

Name of Bidder

VENDOR COMPLIANCE TO STATE LAW

Chapter 2252.002, of the Texas Government Code applies to the award of government contract to non-resident bidders. This law provides that:

“A government entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is less than the greater of the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located

“Nonresident Bidder” refers to a person who is not a resident of Texas

“Resident Bidder” refers to a person whose principal place of business is in this state, including a Provider whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder.

- Non-resident bidders in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.
- Non-resident bidders in _____ (give state), our principal place of business, are not required to underbid resident bidders.
- Our principal place of business or corporate offices is in the State of Texas.

BIDDER:

By: _____

Signature: _____

Title: _____

Address: _____

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Businessname/disregardedentity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input checked="" type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code <i>QI</i> (any) Exemption from FATCA reporting code (if any) <small>(Applies to aCC01Jnts mai nta.imd ootsidethe U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For 1nd1v1duals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number
[]-[]-[]-[]-[]-[]
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

• Form 1099-INT (interest earned or paid)

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

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

Purpose of Form

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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI),) list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (OBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or OBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or OBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, OBA name, or disregarded entity name, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) ...	THEN check the box for ...
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1- An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2- The United States or any of its agencies or instrumentalities
- 3-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4-A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6-A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7-A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- 9-An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11 -A financial institution
- 12-A middleman known in the investment community as a nominee or custodian
- 13-A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(1), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A-An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B- The United States or any of its agencies or instrumentalities

C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E-A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F-A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

H-A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L-A trust exempt from tax under section 664 or described in section 4947(a)(1)

M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEVN at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Fonns to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderFonns to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1009 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

PREVAILING WAGE RATES

Newton County, Texas – The Service Contract Act

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

| Wage Determination No.: 2015-5851

Daniel W. Simms | Division of | Revision No.: 20
Director | Wage Determinations | Date Of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or	Executive Order 14026 generally applies to
after January 30, 2022, or the	the contract.
contract is renewed or extended (e.g.,	The Provider must pay all covered workers
an option is exercised) on or after	at least \$16.20 per hour (or the applicable
January 30, 2022:	wage rate listed on this wage determination,
	if it is higher) for all hours spent
	performing on the contract in 2023.

If the contract was awarded on or	Executive Order 13658 generally applies to
between January 1, 2015 and January 29,	the contract.
2022, and the contract is not renewed	The Provider must pay all covered workers
or extended on or after January 30,	at least \$12.15 per hour (or the applicable
2022:	wage rate listed on this wage determination,
	if it is higher) for all hours spent
	performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on Provider requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas County of Newton

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.05***
01012 - Accounting Clerk II		16.89
01013 - Accounting Clerk III		24.22
01020 - Administrative Assistant		25.09
01035 - Court Reporter		27.82
01041 - Customer Service Representative I		13.56***
01042 - Customer Service Representative II		14.80***
01043 - Customer Service Representative III		16.61
01051 - Data Entry Operator I		15.93***
01052 - Data Entry Operator II		17.38
01060 - Dispatcher, Motor Vehicle		19.49
01070 - Document Preparation Clerk		14.83***
01090 - Duplicating Machine Operator		14.83***
01111 - General Clerk I		13.90***
01112 - General Clerk II		15.17***
01113 - General Clerk III		17.02
01120 - Housing Referral Assistant		20.14
01141 - Messenger Courier		13.83***
01191 - Order Clerk I		14.93***
01192 - Order Clerk II		16.31
01261 - Personnel Assistant (Employment) I		16.60
01262 - Personnel Assistant (Employment) II		18.57
01263 - Personnel Assistant (Employment) III		20.70
01270 - Production Control Clerk		28.88
01290 - Rental Clerk		15.07***
01300 - Scheduler, Maintenance		16.16***
01311 - Secretary I		16.16***
01312 - Secretary II		18.07
01313 - Secretary III		20.14
01320 - Service Order Dispatcher		17.42
01410 - Supply Technician		25.09
01420 - Survey Worker		15.29***
01460 - Switchboard Operator/Receptionist		13.83***
01531 - Travel Clerk I		15.72***
01532 - Travel Clerk II		16.90
01533 - Travel Clerk III		18.12
01611 - Word Processor I		14.39***
01612 - Word Processor II		16.16***
01613 - Word Processor III		18.63
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.83
05010 - Automotive Electrician		21.80
05040 - Automotive Glass Installer		20.84
05070 - Automotive Worker		20.84
05110 - Mobile Equipment Servicer		17.59
05130 - Motor Equipment Metal Mechanic		22.83
05160 - Motor Equipment Metal Worker		20.84

05190 - Motor Vehicle Mechanic	22.71
05220 - Motor Vehicle Mechanic Helper	16.86
05250 - Motor Vehicle Upholstery Worker	20.51
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter, Automotive	21.60
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	16.09***
05400 - Transmission Repair Specialist	22.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.39***
07041 - Cook I	11.88***
07042 - Cook II	13.89***
07070 - Dishwasher	11.12***
07130 - Food Service Worker	12.39***
07210 - Meat Cutter	14.45***
07260 - Waiter/Waitress	9.92***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.08
09040 - Furniture Handler	13.48***
09080 - Furniture Refinisher	23.08
09090 - Furniture Refinisher Helper	16.69
09110 - Furniture Repairer, Minor	19.94
09130 - Upholsterer	23.08
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.84***
11060 - Elevator Operator	12.84***
11090 - Gardener	18.56
11122 - Housekeeping Aide	12.84***
11150 - Janitor	12.84***
11210 - Laborer, Grounds Maintenance	13.63***
11240 - Maid or Houseman	11.01***
11260 - Pruner	12.10***
11270 - Tractor Operator	16.87
11330 - Trail Maintenance Worker	13.63***
11360 - Window Cleaner	14.52***
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.73
14042 - Computer Operator II	21.33
14043 - Computer Operator III	24.72
14044 - Computer Operator IV	27.48
14045 - Computer Operator V	30.43
14071 - Computer Programmer I	(see 1) 22.16
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.73
14160 - Personal Computer Support Technician	27.48

14170 - System Support Specialist	32.02
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.20
19040 - Tool And Die Maker	31.22
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.09
21030 - Material Coordinator	28.88
21040 - Material Expediter	28.88
21050 - Material Handling Laborer	14.73***
21071 - Order Filler	14.03***
21080 - Production Line Worker (Food Processing)	17.09
21110 - Shipping Packer	17.17
21130 - Shipping/Receiving Clerk	17.17
21140 - Store Worker I	13.01***
21150 - Stock Clerk	18.83
21210 - Tools And Parts Attendant	17.09
21410 - Warehouse Specialist	17.09
23391 - Gunsmith I	20.56
23392 - Gunsmith II	24.06
23393 - Gunsmith III	27.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.87
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	30.12
23430 - Heavy Equipment Mechanic	26.53
23440 - Heavy Equipment Operator	25.29
23460 - Instrument Mechanic	27.20
23465 - Laboratory/Shelter Mechanic	25.87
23470 - Laborer	14.73***
23510 - Locksmith	25.87
23530 - Machinery Maintenance Mechanic	31.99
23550 - Machinist, Maintenance	26.58
23580 - Maintenance Trades Helper	16.35
23591 - Metrology Technician I	27.20
23592 - Metrology Technician II	28.38
23593 - Metrology Technician III	29.58
31310 - Taxi Driver	12.47***
31361 - Truckdriver, Light	16.08***
31362 - Truckdriver, Medium	17.48
31363 - Truckdriver, Heavy	22.11
31364 - Truckdriver, Tractor-Trailer	22.11
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	11.32***
99050 - Desk Clerk	11.26***
99095 - Embalmer	27.04
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	20.73
99252 - Laboratory Animal Caretaker II	22.80
99260 - Marketing Analyst	30.07

99310 - Mortician	27.04
99410 - Pest Controller	18.21
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	21.03
99711 - Recycling Specialist	26.03
99730 - Refuse Collector	18.68
99810 - Sales Clerk	12.69***
99820 - School Crossing Guard	12.13***
99830 - Survey Party Chief	28.66
99831 - Surveying Aide	16.30
99832 - Surveying Technician	21.38
99840 - Vending Machine Attendant	19.71
99841 - Vending Machine Repairer	25.37
99842 - Vending Machine Repairer Helper	19.71

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Providers, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the Provider must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on Provider requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

*This rate is to be used only when compensating employees for performance on an SCA-

covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Providers. A Provider may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a Provider or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present Provider or successor, wherever employed, and with the predecessor Provider s in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A Provider may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The Provider or subProvider is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all Provider s and subProvider s subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the Provider , by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the Provider so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the Provider prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the Provider identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the Provider prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the Provider and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the Provider .

6) Each affected employee shall be furnished by the Provider with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

GENERAL CONDITIONS

1. Definitions

Whenever used in any of the contract Documents, the following meanings shall be given to the terms here in defined:

- a) The term "Contract" means the Contract executed between the **Sabine River Authority of Texas** hereinafter called the Owner and _____, hereinafter called Provider, of which these General Conditions, form a part.
- b) The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- c) The term "Engineer" means the Owner's Engineer in charge, serving the Owner with architectural or engineering services, his successor, or any other person or persons, employed by the Owner for the purpose of directing or having in charge the work embraced in this Contract.
- d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, and General Conditions.

2. Performance of Work

a) Services Provided

- The Provider hereby agrees to provide, perform, and complete to the satisfaction of the SRA all of the "WORK" specified in scope of work and the bid proposal documents. The term "Work" as used here in shall mean the detailed description of the task to e performed by the Provider, as established in the scope of work.
- In performing the Work, the provider shall provide all necessary labor, services, transportation, information, data and other means and items necessary to perform the Work.
- The Provider hereby covenants and agrees, as an independent contractor, to perform the Work required in strict accordance with the terms and provisions of this contract and in a manner consistent with the level of care and skill ordinarily exercised for similar services in the State of Texas.
- It is understood that the SRA has a vested interest in the quality of the Work to be performed under this Contract, and thus may make suggested revisions or recommendations regarding the Work to be performed under this Contract. The provider may accept or reject and such suggestions or recommendations. Acceptance of any such suggestions or recommendations shall not relieve the Provided from any of the Provider's responsibilities or obligations under this Contract.

3. Payments to Provider

- a) Payments for performance of the Work contemplated by this contract shall be in the amount and in accordance with the provisions set forth in the Bid Proposal, attached hereto and incorporated by reference herein.
- b) Nothing in the contract shall require SRA to pay for any work that is unsatisfactory as determined by SRA or which is not submitted in compliance with the terms of this contract.
- c) SRA will not be required to make any payments to the Provider, when the Provider is in default under this contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which SRA may have if the Provider is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default. Nothing contained herein shall be construed as authorizing additional fees for services to complete actions not specifically listed for successful completion of the Work.

a) Withholding Payments

The Owner may withhold from any payment due the Provider whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Provider to any sub-Provider s or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Provider and his sub Provider s or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so.

4. Changes in the Work

- a) The Owner may make changes in the scope of work required to be performed by the Provider under the Contract without relieving or releasing the Provider from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Provider shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Provider to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- c) If applicable unit prices are contained in the Agreement, the Owner may order the Provider to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) in accordance with Chapter 49.273(i) of the Texas Water Code.

- d) Provider acknowledges and agrees that the adjustments in contract price stipulated in a Change Order represent full compensation for all increases or decreases in the cost of, or the time required to perform the entire work under the Contract, arising directly or indirectly from such Change Order. Acceptance of this waiver constitutes an agreement between the Owner and Provider that each Change Order represents an all-inclusive, mutually agreed on adjustment to the Contract, and the Provider will waive all rights to file a claim on Change Orders after they are properly executed.
- e) Each change order shall include in its final form:
 - A detailed description of the change in the work.
 - The Provider 's proposal (if any) or a confirmed copy thereof.
 - A definite statement as to the resulting change in the contract price and/or time.
 - The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
 - The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

5. Claims for Extra Cost

- a) If the Provider claims that otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- c) Any discrepancies which may be discovered between actual conditions shall be reported at once to the Owner and work shall not proceed except at the Provider 's risk, until written instructions have been received by him from the Owner.
- d) If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

6. Termination, Delays and Defaults

- a) Right of the Owner to Terminate Contract.

In the event that any of the provisions of this contract are violated by the Provider, or by any of his sub Provider s, the Owner may serve written notice upon the Provider . The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease, and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Provider.

b) Excusable Delays.

- The right of the Provider to proceed shall not be terminated nor shall the Provider be charged with liquidated damages for any delays in the completion of the work due to:
- Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- Any acts of the Owner;
- Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Provider, including, but not restricted to, acts of God or of the public enemy, acts of another Provider in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- Provided, however, that the Provider promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

c) Default

- SRA may terminate this Contract without prejudice to any other remedy it may have, when the Provider defaults in performance of any provision herein, or fails to carry out the Work in accordance with the provisions of this Contract.
- On such termination, SRA may take possession of all the intellectual property or equipment, and/or parts pertinent to the equipment repaired or purchased to date gathered to date in performance of the Work and finish the Work in whatever way SRA deems expedient. On such default by the Provider, SRA may elect not to terminate the Contract, and in such event, SRA may make good the deficiency in which the default consists of and deduct the costs from the Contract sum to become due to the Provider.

7. Contract Period

- a) The Provider shall commence work within ten (10) days after ordered to proceed and shall prosecute the work systematically and energetically so that all of his work will be completed. Contract terms will be for one year with an optional one-year annual renewal.
- b) For delays occasioned by any act, neglect or default of the Owner, the Owner shall not be held liable for damages on account thereof, but an extension of time shall be granted to the Provider for the completion of this contract, equivalent to the delays so caused.
- c) The Provider additional agrees to abide by any and all schedules or timing representations set forth in the scope of work.

8. Assignment or Novation

- a) The Provider shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Provider 's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

9. Disputes

- a) All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Provider to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.
- b) The Provider shall submit in detail his claim and his proof thereof.
- c) If the Provider does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

10. Requests for Supplementary Information

- a) It shall be the responsibility of the Provider to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the
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work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various items and the latest date by which each will be required by the Provider. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Provider shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Provider. The Provider shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

11. Materials and Workmanship

- a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- b) The Provider shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- e) The Owner may require the Provider to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

12. Permits and Codes

- a) The Provider shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government.
- b) The Provider shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

13. Care of Work

- a) The Provider shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed

until completion and final acceptance.

- b) In an emergency affecting the safety of life, limb or property, including adjoining property, the Provider, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner.
- c) The Provider shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- d) The Provider shall be responsible for the giving of any and all required notices to any adjoining or adjacent property Owner or other party before the commencement of any work. The Provider shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

14. Accident Prevention

- a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b) The Provider shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- c) The Provider shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Provider shall promptly furnish the Owner with reports concerning these matters.
- d) The Provider shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- e) The Provider shall provide trench safety for all excavations more than five feet deep prior to excavation. House Bill 1569 concerning trench safety legislation are made a part of these contract documents for Provider's reference. All OSHA Standards for trench safety must be adhered to by the Provider.
- f) The Provider shall at all-time conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the city/county, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Provider.

15. Use of Premises

- a) The Provider shall confine his equipment, storage of materials, and construction operations to the contract limits as described and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- b) The Provider shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

16. Inspection

- a) All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Provider fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Provider, without prejudice to any other rights or remedies of the Owner.
- b) The Provider shall notify the Owner sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Provider shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner.
- c) Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Provider shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Provider or his sub-Provider s, the Provider shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Provider and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.
- d) Owner or its agents shall relieve the Provider of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

17. Review by Owner

- a) The Owner and its authorized representatives and agents shall have access to and be permitted
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to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Provider only by the Owner through its authorized representatives or agents.

18. Final Inspection

When the services included in this Contract are substantially completed, the Provider shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Owner will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

19. Deduction for Uncorrected Work

If the Owner deems it not expedient to require the Provider to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Provider and the Owner and subject to settlement, in case of dispute, as herein provided.

20. Insurance

- a) The Provider shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner.
- b) Worker's Compensation Insurance: The Provider shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Provider shall require the sub Provider similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Worker's Compensation Insurance.
- c) Comprehensive General Liability Insurance: including products/completed operation with limits of liability of not less than **\$1,000,000** combined single limit Bodily Injury and Property Damage.
- d) Automobile Liability Insurance: including non-owned and hired vehicle coverage limits of liability of not less than: Bodily Injury **\$1,000,000** each person, **\$1,000,000** each occurrence: Property Damage **\$1,000,000** each occurrence, combined limit **\$2,000,000**.

Provider's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Provider shall procure and maintain during the life of this contract Provider's Public Liability Insurance, Provider's Property Damage Insurance and Vehicle Liability Insurance in the following amounts:
\$1,000,000, \$1,000,000, \$1,000,000.

- e) The Sabine River Authority of Texas shall be listed as additional insured on all insurance. Provide a waiver of subrogation in favor of the Sabine River Authority on all policies.

- f) Proof of Insurance: The Provider shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."
- g) Indemnification: The Provider shall indemnify and hold harmless the Owner and the Engineer from any and all claims, causes of actions, and damages of every kind, for injury to or death of any person and damages to property arising out of the construction of said improvements or the operations embraced by this contract or the use of the premises upon which the improvements under this contract are to be constructed, and including acts or omissions of the Owner or the Engineer in connection with said improvements.
- h)

21. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Provider shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the Owner free from any claims, liens, or charges. Neither the Provider nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Provider in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

22. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Provider of liability in respect to any express warranties or responsibility for faulty materials or workmanship. Furthermore, if any work is found to be defective, the Provider shall promptly, without cost to Owner and in accordance with the Owner's written instructions, either correct such defective work, or, if it has been rejected by Owner remove it from the site and replace it with non- defective work. The Provider shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of (12) months from the date of final acceptance of the work.

If the Provider does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or the rejected work removed and replaced, and all direct, indirect and consequential cost of such removal and replacement, including but not limited to fees and charges of architects, engineers, attorneys and other professionals, shall be paid by the Provider .

23. Equal Employment Opportunity

- a) The Provider will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner.
- b) The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subProvider , provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d) The Provider shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Provider 's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.
- e) Provider s are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.
- f) The Provider is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
- g) The Provider shall not use the affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- h) The Provider shall not enter into any Subcontract with any person or firm debarred from Government contracts.
- i) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.
- a) Upon completion of the improvements, or as directed by the Owner, the Provider s shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

24. Barricades, Signs and Handling of Traffic

Barricades, signs, and handling of traffic, if required, shall be in accordance with the "Manual on Uniform Traffic Control Devices" as adopted by the Texas State Department of Highways and Public Transportation.

The Provider shall remedy any deficiencies in barricading or traffic control immediately upon notification by the Owner. Prior to construction, the Provider shall furnish to Owner a list of Provider's personnel with telephone numbers for notification 24 hours a day, seven days a week. The listed personnel shall have adequate authority to correct barricading or traffic control promptly.

Corrective action must be taken upon verbal notice from the law enforcement agencies, the Texas State Department of Highways and Public Transportation or County Engineer's Office. The Provider shall, within two (2) hours of actual or attempted notification, have sufficient barricades, lights, and/or other devices to control traffic. Should the Provider not comply with this notification within two (2) hours, the Owner may place barricades and back charge the Provider \$250.00 per day per construction site.

25. Location of and Damage to Existing Utilities

The Provider is responsible for locating underground obstacles. It is not represented that the drawings show all underground obstacles.

The Provider shall exercise caution to prevent damage to existing facilities during the progress of the construction work, taking care to locate same, where possible, in advance of the actual work. The Engineer will render reasonable assistance to the Provider in the matter of determining the location of existing utilities by making available such maps, records, and other information as may be accessible to him, when requested to do so, but the accuracy of such information will not be guaranteed.

The Provider shall make good all damage to existing utilities and/or pipelines resulting from his operations. Should the Provider, in the layout of his work, encounter any pipe, underground utility, or structure, the location of which has not been furnished to him by the Engineer, he shall bring such conditions to the attention of the Engineer for his determination of the method to be used to remove or bypass such obstructions.

In cases where owners of existing pipelines or underground utilities provide services for locating their facilities, the Provider shall coordinate the location marking and be responsible for preserving all stakes and markers set for this purpose. The Provider's responsibility for these markers shall be similar to his responsibility for construction stakes. The Provider shall save harmless the Owner and the Engineer for any expenses for restoring damaged markers.

26. Sales Tax

This Contract is issued by an organization that qualifies for exemption under the Sales and Use Tax Laws. The Provider's attention is directed to the State of Texas Comptroller of Public Accounts Limited Sales, Excise and Use Tax for rules and regulations thereto. Tax Exemption Certificates will be furnished by the Owner on request.

27. Materials and Workmanship

Unless otherwise specified, all materials shall be new. No material which has been used by the Provider for any temporary purpose whatsoever is to be incorporated in the permanent structure without written consent of the Engineer.

Where material or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equivalent product of another manufacturer, but rather to set a definite standard of equality or performance and to establish an equitable basis for the evaluation of bids. Where the words "equivalent", "proper" or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgment of the Engineer in his sole discretion.

Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equivalent to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with material, manufactured article, or process, the material, article, or process specifically designated shall be used, unless a substitute shall be approved in writing by the Engineer, and the Engineer shall have the right to require the use of such specifically designated material, article or process.

28. Responsibilities

The Provider shall be responsible for all materials delivered to him for all parts of the work, including that which has been partially paid for, until final acceptance of the entire work, and shall be liable for all losses or damages thereto which may occur during the progress of construction and before final acceptance. The Provider shall be required to make good at his own cost any loss, injury or damage which the said materials or work may sustain from any source or cause whatsoever before final acceptance thereof.

The Provider is required to replace or repair, if necessary, any portion of pavement or other street improvements adjoining his work which may have suffered through his operations, and all adjacent paving or other structures shall be left in a satisfactory and workmanlike condition, at least equal to that existing before the Provider hereunder started his work.

SPECIAL CONDITIONS OF THE AGREEMENT

1. **GENERAL**

The provisions of this Section of the specifications shall govern in the event of any conflict between them and the "General Conditions of Agreement".

2. **OWNER**

The word "Owner" in these specifications shall be understood as referring to the Sabine River Authority, Orange, Texas.

3. **ENGINEER**

The word "Engineer" in these specifications shall be understood as referring to the Sabine River Authorities Director of Engineering, or such other Engineer, as may be authorized by said Owner to act in any particular position.

4. **PROVIDER**

The word "Provider " in these specifications shall be understood as denoting the General Provider /Supplier signing this contract.

5. **SUBLETTING**

The Provider will not be permitted to assign, sell, transfer or otherwise dispose of the contract or any portion thereof, or his rights, title or interest therein without the approval of the Owner. The Provider will not be permitted to sublet any portion of the contract without the approval of the Owner and the Engineer. No sub-contract will, in any case, relieve the Provider of his responsibility under the contract and bond.

6. **TRADE NAMES**

Except as specifically specified otherwise, wherever in the specifications an article or class of material is designated by a trade name, or by the name or catalog number of any maker, patentee, manufacturer, or dealer, such designation shall be taken as intending to mean and specify the articles described or another equivalent thereto in quality, finish, and serviceability for the purpose intended as may be determined and judged by the Engineer in his sole discretion. definite standard of equality or performance and to establish an equitable basis for the evaluation of bids. Where the words "equivalent", "proper" or "equal to" are use, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgement of the Engineer.

7. INDEMNIFICATION

The Provider shall indemnify and hold harmless the Sabine River Authority and the Engineer from any and all claims, causes of actions, and damages for every kind, for injury to or death of any person and damages to property arising out of the construction of said improvements or the operations embraced by this contract or the use of the premises upon which the improvements under this contract are to be constructed, and including acts or omissions of the Owner or the Engineer in connection with said construction.

8. PARTIAL PAYMENTS BY THE OWNER

Progress Payment. Partial payment will be paid for on a monthly basis at the unit price set forth in the bid proposal. Once all of the materials are received by the Owner the final payment will be adjusted accordingly. At any time upon request, the Provider shall submit evidence showing payment of his bills for labor, materials, freight, or other expenses on account of the work, and if it should be evident that the Provider is not making prompt and full payment of his obligations, the Owner may withhold the issuance of payment until such unpaid wages.

9. OBSERVATION OF THE MATERIALS

It is agreed by the Supplier that the Engineer shall be and is hereby authorized to appoint from time to time such representatives as the said Owner may deem proper to observe the material furnished under this contract and to see that the said materials furnished are in accordance with the specifications, therefore.

10. CONFIDENTIALITY

During the performance of this Contract, the Provider has or will have access to confidential or proprietary information belonging to SRA. The Provider herein agrees to maintain the confidentiality of the information received from SRA and information derived from performance of the Work.

11. SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidates.

12. INDEPENDENT CONTRACTOR

The Provider covenants and agrees that Provider is an independent contractor and not an officer, agent, servant or employee of SRA. The Provider hereby acknowledges that is shall have exclusive control of and exclusive right to control the details of the work, performed hereunder, and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, and subcontractors.

In addition, the Provider agrees that the doctrine of respondent superior shall not apply as between SRA and the Provider and nothing herein shall be construed as creating a partnership or joint enterprise between SRA and the Provider.

13. DISCLOSURE

By signature of this Contract, the Provider acknowledges to BRA that Provider has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect.

The Provider further agrees that Provider will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

14. COMPLIANCE WITH LAWS AND LICENSES

The Provider shall at all times observe and comply with all the provisions of the laws of the State of Texas and Federal laws, rules and regulations which in any manner limit, control, or apply to the actions or operations of the Provider, his subcontractors (s) or his or their employees, agents or servants, engaged in performance of the Work.

15. VENUE AND CHOICE OF LAW

The parties to this Contract agree and covenant that this Contract will be enforceable in Orange County, Texas and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Orange County, Texas.

16. ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the BRA and the Provider with respect to the accomplishment of the Work and the payment of the Contract price therefore, and there are no other understandings or agreements, oral or written, between the SRA and the Provider with respect to the Work and the compensation there, nor was the making and execution of this Contract induced by the representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

17. PROHIBITION ON BOYCOTTING ISRAEL

In accordance with Section 2270.002 of the Texas Government Code, Provider hereby represents and warrants that Provider :

- Does not boycott Israel; and
- Will not boycott Israel during the term of this Contract.

18. PROHIBITION ON BOYCOTTING POWER COMPANIES

In accordance with Section 2274.001 of the Texas Government Code, Provider hereby represents and warrants that Provider :

1. Does not boycott power companies; and
2. Will not boycott power companies during the term of this contract.

19. PROHIBITION ON COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

In accordance with Section 2274.002 of the Texas Government Code, Provider hereby represents and warrants that Provider :

1. Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023, by and between the **Sabine River Authority of Texas**, herein called "Owner," acting herein through **David Montagne** its **Executive V.P. and General Manager** and _____ of _____, hereinafter called "Provider."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the PROVIDER hereby agrees with the OWNER to commence and complete the services described as follows: **Vault Cleaning Services**, hereinafter called the project, for the prices stated in PROVIDER 'S attached bid proposal dated _____ and all extra work in connection therewith, under the terms as stated in the General and Supplementary Conditions of the Contract; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and price stated in the Proposal, Bidding Instructions, the General Conditions, and Supplementary Conditions of the Contract, the plans, the specifications, addendum No.____ and contract documents as prepared by the Owner, all of which are made a part hereof and collectively evidence and constitute the contract.

The PROVIDER hereby agrees to commence work under this contract on or before a date specified in a written "Notice to Proceed" from the OWNER for one complete year with an option to renew for one additional year.

The OWNER agrees to pay the PROVIDER in current funds for the performance of the contract, subject to additions and deductions, as provided in the General and Supplementary Conditions of the Contract, and to make payments on account thereof as provided in Article 4, "Payments to Provider " of the General Conditions.

PROVIDER hereby verifies that PROVIDER does not boycott Israel and will not boycott Israel during the term of this Agreement.

PROVIDER hereby verifies that PROVIDER does not boycott Power Companies and will not boycott Power Companies during the term of this Agreement.

PROVIDER hereby verifies that PROVIDER does not discriminate against a firearm entity or firearm trade association will not discriminate during the term of this Agreement.

(signatures on next page)

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)

ATTEST:

(Company)

By: _____
Owner (Witness)
Company

Date: _____

Sabine River Authority of Texas

By: _____ (Witness)
David Montagne
Executive V.P. & General Manager

Date: _____