

TOM GREEN COUNTY, TEXAS

REQUEST FOR BID

MCMILLIAN ROAD CULVERT REPLACEMENT (RFB) 21-003



Prepared By:

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Due Date: 9/30/2020

RFB# 21-003

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INTRODUCTION

Bids are being accepted for RFB 21-003, Culvert Replacement. This RFB is provided by Tom Green County (the County) for the purpose of soliciting bids from prospective vendor(s) to provide removal of existing culverts and complete installation of new culverts McMillian Rd., San Angelo, TX 76905 to the County.

Location of jobsite: Driving From intersection of FM 1692 and McMillian Rd. go west on McMillian for 7/10s of a mile.

These are the only approved instructions for use on your bid. Items contained herein apply to and become a part of Terms and Conditions of the bid. Any exceptions thereto must be in writing.

The contractor shall furnish all labor, tools, equipment and materials in order to fulfill the obligations of this contract.

Tom Green County reserves the right to reject any bid which: fails to meet the mandatory requirements as stated; does not comply with the specification requirements of the RFB; or exceeds budgetary expectations.

SCHEDULE

Issue RFB	September 8, 2020
Pre-Bid Site Visit	September 16, 2020
Written Inquiries must be received by	September 22, 2020
Responses to inquiries by	September 25, 2020
Bids Due	September 30, 2020

Please be sure to submit all required forms and documentation.

Questions concerning this RFB should be directed in writing to **Tom Green County Auditor's Office, Dustin Klein**. Email to purchasing@co.tom-green.tx.us

*Any catalog, brand name or manufacturer's reference used in a bid invitation is descriptive-NOT restrictive-it is used only to indicate type and quality desired. Bids on brand of like nature and quality will be considered. If the bid is based on other than the reference specifications, the proposal must show the manufacturer, brand or trade name, lot number, etc., of the article offered. If other than the brands(s) specified is offered, illustrations and complete descriptions should be made part of the bid. If the bidder takes no exception to specifications or reference data, he/she will be required to furnish brand names, numbers, etc. as specified.

PRODUCT / PROJECT DETAILS

- The scope of services requested in this RFB includes the items listed below:
 - Remove three existing 48" culverts and concrete, removal and disposal of items
 - Install three new 48" corrugated metal pipe culverts with sloped ends (3:1) with safety pipe runners.
 - Backfill to top of culverts with flowable fill.
 - Pour concrete level-up from top of culverts to bottom of concrete paving (no reinforcing steel required in this concrete)
 - Install 6" thick reinforced concrete paving 24' wide x 100' long (Class P concrete, #4 rebar – 12" centers each way)
 - Pour concrete riprap (Class B concrete) on 3:1 slope from roadway paving to end of sloped pipe x 100' long with 18" deep footing at perimeter (both sides of road)
 - Remove and replace existing fence as needed for construction access.
 - Contractor is responsible for all proper road construction signage, traffic control, and maintaining a safe working environment at all times.
 - Contractor may close road during project construction period.
 - All culverts & concrete shall be in accordance with TxD.O.T. Standard Specifications
 - Traffic control shall be in accordance with TxD.O.T. Standard Specifications Texas MUTCD Part 6.
 - Vendor is responsible for contacting "Dig Test" and all other precautionary steps prior to beginning work.
 - Requested start date of Mid-October 2020
 - Other specified requirements to complete this RFB

REQUEST FOR BID

1. **BID SUBMISSION**

The bidder is expected to thoroughly examine the specifications and all instructions contained in this RFB.

PROVIDE ONE (1) ORIGINAL AND ONE (1) COPY OF YOUR BID (ORIGINAL SIGNED IN INK AND ALL SEALED IN A MARKED ENVELOPE) TO:

TOM GREEN COUNTY AUDITOR

113 WEST BEAUREGARD

SAN ANGELO, TEXAS 76903-5834

325-659-6500

Sealed BIDs shall be received no later than:

2:00 p.m. Wednesday, September 30, 2020

And will be publicly opened in the County Auditor's Conference Room located on the second floor of the Judge Edd B and Frances Frink Keyes Building at

113 W. Beauregard Ave., San Angelo, Texas

At 2:15 p.m.

Or via Go-to-Meeting @ <https://global.gotomeeting.com/join/315247541>

MARK THE OUTSIDE OF EACH ENVELOPE:

"RFB #21-003"

In the event that Tom Green County Offices are officially closed on a bid opening day, bids will be received until 2:00 p.m. on the next business day, at which time the bids will be publicly opened.

If offeror does not wish to submit an offer at this time but desires to remain on the list for this service, please submit a "NO OFFER" by the same time and at the same location as stated above. If response is not received for three consecutive RFBs, offeror shall be removed from list. If however, you choose to "NO OFFER" this service and wish to remain on list for other services, please state the particular service under which you wish to be classified.

Tom Green County is always very conscious and extremely appreciative of the time and effort you must expend to submit an offer. We would appreciate your indicating on any "NO OFFER" response, the requirements of this RFB which may have influenced your decision to "NO OFFER".

2. LATE BIDS

BIDs received after submission deadline shall be returned unopened and will be considered void and unacceptable and they will be returned unopened to the bidder. Bidder should allow sufficient mailing time to ensure the timely receipt of their bid or bids may also be hand delivered prior to deadline. Tom Green County is not responsible for lateness of mail, carrier, etc., and time/date recorded by the County Auditor's Office shall be the official time of receipt.

3. ALTERING BIDS

Any interlineations, alteration, or erasure made to the BID must be initialed by the signer of the BID prior to receiving time, guaranteeing authenticity.

4. WITHDRAWAL OF BID

A BID may not be withdrawn or cancelled by the offeror for a period of ninety (90) days following the date designated for the receipt of BID, without prior approval by the Commissioners Court based on a written acceptable reason. Offeror so agrees upon submittal of their BID.

5. BID OPENING

BIDs will be received and publicly acknowledged at the location, date, and time stated above. Offerors, their representatives and interested persons may be present. BIDs shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerors and kept secret during the negotiation/evaluation process.

NOTE: All BIDs shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the BID so identified by offeror as such.

6. AWARD OF BIDS

The County reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award to the lowest responsible bidder, as determined to be in the best interest of Tom Green County. Tom Green County reserves the right to award by item or by total bid. Prices should be itemized. Receipt of any bid shall under no circumstances obligate Tom Green County to accept the lowest bid.

LOWEST AND BEST BID – All bids will be awarded to the lowest and best bidder. The determination of the lowest and best bid by the Commissioners Court may involve all or some of the following factors: price, conformity to specifications, financial responsibility to meet the contract, previous performance, facilities and equipment, availability of repair parts, response to service needs, experience, delivery promise, terms of payment, compatibility as required, other cost, and other objectives and accountable factors.

7. SITE VISIT

A non-mandatory pre-bid site visit will be held on location (Driving From intersection of FM 1692 and McMillian Rd. go west on McMillian for 7/10s of a mile.) at 10:00 a.m. on Wednesday, September 16, 2020.

8. FORMATION OF CONTRACT

A response to this solicitation is an offer to contract with Tom Green County based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation shall become a contract when awarded by the Tom Green County Commissioners Court and a purchase order or notice of award is mailed or otherwise furnished to the successful bidder. The prospective vendor must submit a signed Bid Affidavit with the response thus eliminating the need for a formal signing process.

9. CONTRACT TERM

Contract will be from award in Commissioners Court until completion of project.

10. REFERENCES

Offeror shall supply with this bid a list of at least three (3) references where like services and/or products are provided in the public sector. Include name of entity, address, telephone number and name of representative. **Note:** See Exhibit A – Vendor Reference Form.

11. INSURANCE

The contractor shall provide Worker's Compensation coverage. The contractor shall provide Comprehensive General (Public) Liability Insurance of \$1,000,000 (combined single limit for bodily injury and property damage) to include (but not limited to) premises/operation, independent contractors, personal injury, products/completed operations and contractual liability. Comprehensive Automobile Liability insurance for owned/leased vehicles, non-owned vehicles or hired cars shall be provided in the minimum amount of \$1,000,000 (combined single limit for bodily injury and property damage.) **The contractor shall provide the County with certificates of insurance evidencing the required insurances within 10 calendar days of the Notice of Award.** The contractor further agrees that with respect to the above required insurances, the County shall be named as an additional insured as its interest may appear; be provided with a waiver of subrogation; and be provided with thirty (30) days advance notice in writing, of cancellation or material change.

12. TERMINATION

The obligation to provide further service under the terms of the resulting agreement may be terminated by the either party upon sixty (60) days written notice. Tom Green County reserves the right to terminate upon breach of contract as allowed by law.

13. SEVERABILITY

If any part of this bid is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

14. DUTY OF VENDOR

In order for bids to be compared on an identical basis, it is necessary that all portions of the document, including requests for specific information about, services, reference forms and general information regarding the vendor be completed and adhered to.

15. PERFORMANCE OF CONTRACT

The contractor shall perform all work in a superior workmanlike manner and products shall be delivered in the condition requested, to the satisfaction of the Tom Green County Commissioners Court or designated representatives.

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to County's approval. Unsatisfactory material will be returned at Seller's expense.

Tom Green County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

16. CAVEAT

Although every effort has been made to provide accurate and up-to-date information, companies interested in supplying bids should contact the County Auditor with any questions you may have (see "Introduction").

17. VARIATION IN QUANTITY

The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

18. NON-EXCLUSIVE CONTRACT

It is expressly understood and agreed that in case Tom Green County should need any item(s) not available from the successful vendor during the term of this contract within the time frame requested, Tom Green County reserves the right to purchase these items from other than the successful vendor. This shall not be in violation of any terms or conditions of this contract. Further, Tom Green County reserves the right to purchase from or seek another vendor if, at any time, the vendor's prices do not conform to public pricing.

19. REQUIREMENTS OF SPECIFICATIONS

Each offeror shall be held to have examined the requirements of the RFB under consideration and confirm he fully understands the RFB and the County's needs and satisfies himself that he is cognizant of all factors relating to requirements contained in the RFB.

20. SILENCE OF SPECIFICATIONS

The apparent silence of the RFB as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the RFB shall be made on the basis of this statement.

21. CONFLICT OF INTEREST

No public official shall have interest in a contract, which results from this RFB, in accordance with Vernon's Texas Codes Annotated Local Government Code Title 5, Subtitled C, Chapter 171.

22. CONFIDENTIALITY

All information disclosed by Tom Green County to successful offeror for the purpose of the work to be done or information that comes to the attention of the successful offeror during the course of performing such work is to be kept strictly confidential.

23. ADDENDA

Only questions regarding clarification of instructions may be handled verbally. Any interpretations, corrections or changes to this RFB will be made by addenda. Sole issuing authority of addenda shall be vested in the Tom Green County Auditor. Any addendum will be sent via email to those companies known to be in possession of the bid document. Bidders are responsible for ensuring that a correct email address is listed in the County's vendor database and may email purchasing@co.tom-green.tx.us to update this information or to specifically request copies of any addenda issued. It is the responsibility of the Bidder to ensure that all addenda are received and included with their submission. Failure to submit all signed addenda may result in bid being considered non-responsive.

24. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing.

25. ASSIGNMENT

The successful offeror shall not sell, assign, transfer or convey any contract resulting from this RFB, in whole or in part, without the prior written consent of the Tom Green County Commissioners Court.

26. VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Tom Green County, Texas.

27. SUBMITTAL OF CONFIDENTIAL MATERIAL

Any BID material that is to be considered as confidential in nature must be clearly marked as such by the proposer and will be treated as confidential by Tom Green County.

28. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS

A prospective offeror must affirmatively demonstrate their responsibility and ability to meet the following requirements:

1. Has adequate financial resources, or the ability to obtain such resources as required;
2. Have a satisfactory record of performance;
3. Have a satisfactory record of integrity and ethics;
4. Be otherwise qualified and eligible to receive an award.

Tom Green County may request representation and other information sufficient to determine the offeror's ability to meet these minimum standards listed above.

29. INDEMNIFICATION

By entering into this contract, the successful bidder agrees to defend, indemnify and hold harmless Tom Green County and all its officers, agents, and employees from all suits, causes of actions, or other claims of any character, name and description brought for or on account of any injuries of damages received or sustained by any person, persons, or property on account of any breach, negligent act or fault of the successful offeror, or of any agent, employee, subcontractor, invitee or supplier in the execution of, or performance under, any contract which may result from BID award. Successful offeror shall pay judgments with costs, including attorney fees, expenses and costs of court, which may be obtained, against Tom Green County growing out of such injury or damages.

30. WARRANTY

The Vendor shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of Tom Green County. The bidder warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by the bidder, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

SAFETY WARRANTY: The vendor warrants that the product sold to the County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health

Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the vendor's expense. In the event the vendor fails to make the appropriate correction within a reasonable time, the correction made by the County will be at the vendor's expense.

31. SALES TAX

Tom Green County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the BID price shall not include such taxes.

32. DELIVERY

Bid cost shall be F.O.B. Destination. If otherwise, show the exact cost to deliver by unit price, extend and show total. Actual costs will be based on quantities delivered.

If a delay is foreseen, the contractor shall give written notice to the County Auditor. The County has the right to extend the delivery date if the reason(s) appear valid. The Contractor must keep the County advised at all times on the order status. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge full increase in cost and handling to the defaulting contractor.

33. TITLE AND RISK OF LOSS

The title and risk of loss of goods shall not pass to the County until the County actually receives and takes possession of the goods at the point or points of delivery.

34. DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the highest standards of engineering practices and/or professional services.

35. PATENTS/COPYRIGHTS

The successful offeror agrees to protect Tom Green County from claims involving infringements of patents and/or copyrights.

36. INVOICES AND POINT OF CONTACT AFTER RFB IS AWARDED

Invoices shall be mailed directly to:

Dianna Spieker
Tom Green County Treasurer
113 W. Beauregard
San Angelo, Texas 76903

The invoices shall show:

1. Name and address of successful offeror;

2. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time

37. PAYMENT

Payment will be made upon receipt and acceptance by the County of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful offeror is required to pay subcontractors within ten (10) days.

38. FUNDING

Funds for payment have been provided through the Tom Green County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Tom Green County fiscal year shall be subject to budget approval.

In the event funds do not become available, the contract may be terminated or the scope amended. There shall be neither penalty nor any additional charges incurred by the County. The bidder, in accepting the contract, agrees that the County shall not be liable for damages in the event that the contract is terminated due to a lack of funding.

39. DISCOUNTS

Discounts for prompt payment offered may be taken into consideration during the bid evaluation. Terms of payment offered will be reflected in the space provided on the bid form. All terms of payment (cash discount) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.

40. DEBARMENT

Bidder certifies that at the time of submission of its bid, Bidder was not on the federal government's list of suspended, ineligible or debarred contractors and that Bidder has not been placed on this list between the time of its bid submission and the time of execution of the Contract. If Bidder is placed on this list during the term of the Contract, Bidder shall notify the Tom Green County Auditor. False certification or failure to notify may result in termination of the Contract for default.

In accordance with Texas Local Government Code Chapter 154.045, if a seller is found to be indebted to Tom Green County by manner of delinquent taxes, fines, fees, or indebtedness arising from other written agreements, then Tom Green County may offset payments under a contract to satisfy the outstanding debt and no payments will be made until the debt is paid in full.

41. CONFLICTS BETWEEN REQUEST FOR BID AND BID

Should a conflict arise between the terms and provisions of this RFB and the BID of the vendor, the terms and provisions of this RFB will prevail.

42. COMPLIANCE

All bidders will comply with all Federal, State and local laws relative to conducting business in Tom Green County including, but not limited to licensing, labor and health laws. The laws of the State of Texas will govern as to the interpretation, validity and effect of this bid, its award, and any contract entered into.

43. DISCRIMINATION

During the performance of this contract, the successful bidder agrees as follows:

a. The successful bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The successful bidder will take affirmative action to ensure that applicants are employed, and the 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, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. The successful bidder will, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. The successful bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the successful bidder's commitments under this section.

44. CONFLICT OF INTEREST QUESTIONNAIRE (CIQ):

Chapter 176 of the Texas Local Government Code requires that any proposer or person considering doing business with a local government entity disclose in the Conflict of Interest Questionnaire the proposer's or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. If applicable, this questionnaire, by law, must be filed with the records administrator of Tom Green County within seven (7) days of notice of potential award or within seven (7) days after submitting a bid response. Additionally, a new form must be filed no later than the seventh (7th) business day after the person becomes aware of the facts that require the statement to be filed. The form can be found online at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm. By submitting a response to this proposal, the offeror represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. If required, send completed forms to the Tom Green County Clerk's Office located at 124 West Beauregard Avenue, San Angelo, Texas 76903.

45. HB 1295

Bidder must complete a form 1295 filing, disclosure of interested parties, on the Texas Ethics Commission website. <https://www.ethics.state.tx.us/tec/1295-Info.htm> This filing shall be completed with the RFB, and prior to the issuance of any notice to proceed. For form item# 3 use "RFB 19-003 Box Culvert Installation".

46. VENDOR RESTRICTIONS REGARDING BOYCOTTS OF ISRAEL

Government Code 2270 prohibits governmental entities (which include cities, counties, public school, special purpose districts, etc.) from contracting with companies who boycott Israel and from investing in companies that boycott Israel. This requires contracts to have written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract.

47. PREVAILING WAGE RATES

The Davis-Bacon and related acts apply to contractors and subcontractors performing the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015.

Penalty: If the selected respondent or any subcontractor fails to comply with the prevailing wage law, it shall forfeit to the County sixty dollars (\$60.00) per calendar day or part of the day for each laborer, workman, or mechanic who is paid less than the specified rate, pursuant to §2258.023 of the Texas Government Code.

**Refer to Attachment 1. Wage Determination
TX20200002 Heavy & Highway Construction will be used for this project.**

48. BID SECURITY

If the bid exceeds \$100,000, the bid must be accompanied by a Bid Bond, Certified and/or Cashier's Check (on a solvent bank in the State of Texas), drawn to the order of the OWNER in the sum of not less than five per cent (5%) of the total amount of the bid. The bid bond must be executed by a surety meeting the requirements set forth in stated conditions.

The bid security shall be made payable without condition to Tom Green County, Texas, hereinafter referred to as OWNER. The bid security may be retained by and shall be forfeited to the OWNER as liquidated damages if the bid is accepted and a contract based thereon is awarded and the Offeror should fail to fulfill contract in the form prescribed, with legally responsible sureties, within thirty (30) days after such award is made by OWNER.

49. RETURN OF BID SECURITY

The bid security of the successful offeror will be retained until he has furnished the required Contract Security and insurance, whereupon checks furnished as bid security will be returned. If he fails to furnish the required Contract Security and insurance within thirty (30) days of the Notice of Award, OWNER may annul the Notice of Award and the bid security of the Offeror will be forfeited. OWNER may retain the bid security of any Offeror whom OWNER believes to have a reasonable chance of receiving the award until the day after the required documents are delivered by CONTRACTOR to OWNER but not to exceed 45 days after the bid opening. Checks furnished, as bid security by other Offeror, will be returned within thirty days of the bid opening.

50. PERFORMANCE AND PAYMENT BONDS

1. Vendor shall comply with bond thresholds stated below:

a) Performance Bond: If the bid exceeds \$100,000, and having satisfied all Conditions of award as set forth elsewhere in these documents, the successful bidder shall, within 30 days of award notice and prior to commencement of work, furnish a performance bond(s) in a penal sum of at least the full amount of the contract as awarded, in the form included in the specifications, which secures the faithful performance of the contract.

b) Payment Bond: If the bid exceeds \$25,000, and having satisfied all Conditions of award as set forth elsewhere in these documents, the successful bidder shall, within 30 days of award notice and prior to commencement of work, furnish a payment bond (s) in a penal sum of at least the full amount of the contract as awarded which secures the payment of all persons, firms or corporations to whom the CONTRACTOR may become legally indebted for labor, materials, tools, equipment, or service, of any nature, employed or used by him in performing the work.

2. On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. Bond(s) shall bear the date as a date subsequent to, the date of the

contract, and not later than the 30th day after a contract is executed. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

3. The failure of the Successful Offeror to supply the required bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the COUNTY may grant based upon reasons determined adequately by the County, shall constitute a default, and the county may either award the contract to the next reasonable Offeror or re-advertise for bids, and may charge against the Offeror the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

51. WAIVER OF BONDS

The requirement for Performance bonds may be waived under the following conditions:

- a) The total contract sum is one hundred thousand dollars (\$100,000.00) or less.

- b) The general contractor agrees to one lump sum payment at completion of the project in lieu of standard monthly progress payments. Both of the above requirements must be met for waiver of Performance Bonds to occur.

52. TEXAS STEEL RESOLUTION

On February 21, 2017 Tom Green County Commissioner's Court passed the Tom Green County Texas Steel Resolution stating that "The Tom Green County Commissioners Court believes domestic iron and steel should be given preference in all local projects over foreign imports to support a strong, sustainable Texas Iron and Steel Industry and to ensure the use of high quality products in our public works projects".

ATTACHMENT 1

"General Decision Number: TX20200002 01/03/2020

Superseded General Decision Number: TX20190002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock,
Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* SUTX2011-002 08/02/2011

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER (Paving & Structures)...	\$ 13.55
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ELECTRICIAN.....\$ 20.96

FORM BUILDER/FORM SETTER

Paving & Curb.....\$ 12.36
Structures.....\$ 13.52

LABORER

Asphalt Raker.....\$ 12.28
Flagger.....\$ 9.30
Laborer, Common.....\$ 10.30
Laborer, Utility.....\$ 11.80
Work Zone Barricade
Servicer.....\$ 10.30

POWER EQUIPMENT OPERATOR:

Asphalt Distributer.....\$ 14.87
Asphalt Paving Machine.....\$ 13.40
Broom and Sweeper.....\$ 11.21
Crane, Lattice Boom 80
Tons or Less.....\$ 16.82
Crawler Tractor Operator....\$ 13.96
Excavator, 50,000 lbs or
less.....\$ 13.46
Front End Loader Operator,
Over 3 CY.....\$ 12.77
Front End Loader, 3CY or
less.....\$ 12.28
Loader/Backhoe.....\$ 14.18
Mechanic.....\$ 20.14
Milling Machine.....\$ 15.54
Motor Grader, Rough.....\$ 16.15
Motor Grader, Fine.....\$ 17.49
Pavement Marking Machine....\$ 16.42
Reclaimer/Pulverizer.....\$ 12.85
Roller, Asphalt.....\$ 10.95
Roller, Other.....\$ 10.36
Scraper.....\$ 10.61
Spreader Box.....\$ 12.60

Servicer.....\$ 13.98

Steel Worker (Reinforcing).....\$ 13.50

TRUCK DRIVER

Lowboy-Float.....\$ 14.46
Single Axle.....\$ 12.74
Single or Tandem Axle Dump..\$ 11.33
Tandem Axle Tractor with
Semi.....\$ 12.49

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the

Davis-Bacon 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 contractor 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 a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISION

"

Checklist for Certifications and Documentation:

- ___ Bid Bond
- ___ References
- ___ Insurance Certification or Binder Certification
- ___ Workers' Compensation Acknowledgement
- ___ Civil Rights Compliance
- ___ Government Code 2270 Acknowledgement
- ___ Submission Affidavit

***SUBMISSION AFFIDAVIT MUST BE SIGNED, NOTORIZED, AND INCLUDED WITH BID. FAILURE TO INCLUDE WILL DISQUALIFY SUBMISSION.**

EXHIBIT A

VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

Reference One

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____ Fax: _____
Contract Period: _____ Scope of Work: _____

Reference Two

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____ Fax: _____
Contract Period: _____ Scope of Work: _____

Reference Three

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____ Fax: _____
Contract Period: _____ Scope of Work: _____

EXHIBIT B

Attach Insurance Certification or Binder Certification

I, _____, as a duly authorized representative of _____,
(full name) (name of firm)

certify that evidence of required general liability, worker’s compensation, and professional liability insurance for personnel assigned to the project and automobile insurance for any vehicles used for the project in the amounts in this RFB shall be provided to the issuer of this RFB within 10 calendar days of any Notice of Award.

Signature – Company Official

Printed/Typed Firm Name

Printed/Typed Name/Title

Date

Insurance Requirements

Worker’s Compensation – Statutory Amount

Employer’s Liability - \$500,000.00

Commercial General Liability

Personal injury and property damage:

\$1,000,000.00 combined single limit each occurrence and

\$2,000,000.00 aggregate

Business Automobile Liability for all vehicles

Bodily Injury and property damage:

\$500,000.00 combined single limit any one accident

EXHIBIT C

WORKERS' COMPENSATION ACKNOWLEDGEMENT

STATE OF _____ **§**
COUNTY OF _____ **§**

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn, upon oath declared that the statements and capacity acted in are true and correct.

I, _____ am a duly authorized officer of _____ and hereby certify that all "persons providing services on the project" will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commissioners' Division of Self-Insurance Regulation. Providing false or misleading information may subject the company to administrative penalties, criminal penalties, civil penalties or other civil actions.

I furthermore certify that the company will provide, to Tom Green County, certificates of coverage showing statutory workers' compensation insurance coverage for all "persons providing services on the project", including all entities.

I hereby acknowledge that "persons providing services on the project" includes all persons or entities performing all or part of the services the company has undertaken to perform on the project, regardless of whether that person contracted directly with the company and regardless of whether that person has employees. This includes, without limitation, independent companies, contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity that furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor transportation, or other service related to the project. "Services" do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

I furthermore acknowledge that failure to comply with any of these provisions is a breach of contract by the company which entitles Tom Green County to declare the contract void if the company does not remedy the breach within ten days after receipt of notice of breach from Tom Green County.

Signature – Company Official

Printed/Typed Firm Name

Printed/Typed Name/Title

Date

EXHIBIT D

CIVIL RIGHTS COMPLIANCE

1. Nondiscrimination

The Project Delivery Firm, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Project Delivery Firm shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

2. Solicitations for Subcontracts Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Project Delivery Firm for work to be performed under a subcontract including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Project Delivery Firm of its obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

Signature – Company Official

Printed/Typed Firm Name

Printed/Typed Name/Title

Date

EXHIBIT E

GOVERNMENT CODE 2270 ACKNOWLEDGEMENT

I, _____,
(Person's Name)

the undersigned representative of _____
(Company or Business Name)

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Signature – Company Official

Printed/Type Firm Name

Printed/Typed Name and Title

Date

EXHIBIT F

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

EXHIBIT G

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2	Business name/disregarded entity name, if different from above	
	3	Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small>	
	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5	Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I 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 individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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-INT (interest earned or paid)
- 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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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
- 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?* on page 2 for further information.

**SUBMISSION AFFIDAVIT
RFB 21-003 "Culvert Replacement"**

Total Project Cost (all bid items reflect F.O.B destination) \$ _____

Earliest Start Date _____

Days to Complete Project _____

Warranty – Material and Workmanship: _____ months

Explain warranty: _____

The undersigned certifies that the submitted prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF _____ COUNTY OF _____ BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing bid submitted by _____ hereinafter called "Offeror" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Offeror affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offeror, and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Respondent hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

Printed Name of Vendor

Company Name

Signature of Vendor

Title

Address of Vendor

Telephone Number / Fax Number

City, State, Zip

Email Address

Subscribed and sworn to before me by _____ on this day of _____, 20____.

Notary Public in and for the State of _____