



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID BEST VALUE (IFB-BV)
OFFER SHEET

SOLICITATION NO: TVN0102

COMMODITY/SERVICE DESCRIPTION: VACUUM DREDGING FOR BARTON SPRINGS POOL

DATE ISSUED: JULY 20, 2015

REQUISITION NO.: RQS 8600 14082600523

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 96834

LOCATION: N/A

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

BID DUE PRIOR TO: 2:00 PM ON AUGUST 11, 2015

BID OPENING TIME AND DATE: 2:00 PM ON AUGUST 11, 2015

Terry V. Nicholson
Senior Buyer Specialist

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
 RM 308, AUSTIN, TEXAS 78701

Phone: (512) 974-2995

E-Mail: Terry.Nicholson@austintexas.gov

Georgia Billela
Buyer II

Phone: (512) 974-2939

E-Mail: Georgia.Billela@austintexas.gov

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # TVN0102	Purchasing Office-Response Enclosed for Solicitation # TVN0102
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL, AND 1 ELECTRONIC COPY OF YOUR RESPONSE ON CD OR FLASH DRIVE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4
0500	SCOPE OF WORK	3
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO. IFBBV TVN0102**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 3PM, one (1) week prior to the bid opening date. Submissions may be made via email to Terry.Nicholson@austintexas.gov, or via fax at (512)974-2388.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.

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- (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of TWENTY FOUR (24) months and may be extended thereafter for up to THREE (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first 12-months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Parks & Recreation
Attn:	Michelle Walker
Address	200 S. Lamar Blvd.
City, State Zip Code	Austin, TX 78704

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

7. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

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- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>
8. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Mark MacDougal

Phone: 512-577-7126

Email: Mark.MacDougal@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

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**Parks and Recreation Department
Purchase Specification
For**

Removal of Flood Debris at Barton Springs Pool

1. Purpose

This (IFB)-Best Value is to establish a contract with a qualified Contractor for a Maintenance Project for the removal and relocation of flood debris at Barton Springs Pool, 2201 William Barton Drive, Austin, Texas 78746 for the City of Austin, Parks and Recreation Department (PARC) herein referred to as "City".

Barton Springs Pool is a spring-fed recreational facility formed by damming a section of the channel of Barton Creek and maintained by the City of Austin. The springs discharge an average of 53 cubic feet per second (cfs) or about 24,000 gallons per minutes (gpm) into the west end of the pool. Following heavy rains spring flows can be over 100 cfs (about 45,000 gpm) or below 20 cfs (about 24,000 gpm) during droughts. The pool can flood when creek discharge is over 500 cfs which can occur following 3-4 inches of rain. Two species of aquatic salamanders live in the area adjacent to the springs in the west end of the pool; both are federally listed as endangered under the Endangered Species Act. These are the Barton Springs salamander (*Eurycea sosorum*) and the Austin Blind salamander (*Eurycea waterlooensis*).

The City is seeking a Contractor to provide a turnkey job to remove flood debris (gravel and silt) and transport the gravel and silt to a location within twelve and one half (12.5) miles of Barton Springs Pool. The work-site will be located on the south side of the pool and will be accessed from Robert E. Lee Road.

2. APPLICABLE SPECIFICATIONS

- 2.1 Contractor's personnel shall operate and maintain a safe work environment and shall obey any applicable State, Local or Federal regulations, including those for water quality and environmental protection.
- 2.2 Occupational Safety and Health Administration – OSHA requirements apply.
- 2.3 The Contractor shall work with the City to ensure the endangered salamanders are protected consistent with the City of Austin federal Endangered Species Act 10(a) (1) (B) permit from the U.S. Fish and Wildlife Service. The City reserves the right to issue an immediate stop work order for any reason, including endangering the salamanders.

3. CONTRACTOR'S REQUIREMENTS

- 3.1 The Bidder shall submit a lump sum price for this turnkey job of removal of debris from Barton Springs Pool. Included in the bid price shall be adequate personnel to set-up, rig-up, mobilize and demobilize equipment in appropriate location for efficient operation and supply storage. The City shall not accept nor pay separate line-items on invoices for additional personnel needed to set-up, rig-up, mobilize and demobilize equipment.
- 3.2 Gravel and silt removal: gravel that is five (5) inches or less in diameter will be removed from an area in the pool that is approximately 90 feet x 150.
- 3.3 The Contractor shall provide all services in a professional manner, exercising due care for the health, safety, and property of others and the City of Austin property.
- 3.4 Contractor shall identify all areas with barricade tape, barricades, and necessary precaution signs to indicate to the public work is being performed.
- 3.5 The Contractor shall use a vacuum pump to remove gravel and silt from water that is up to 12 feet in depth.

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- 3.5.1 The vacuum pump shall be anchored to a floating platform with the intake hose in the water and flush with the substrate.
- 3.5.2 Debris and water shall be collected in 20 yard holding tanks. The holding tanks will be located at least 300 feet uphill from the pool and will have the capability of discharging water into an area located approximately 300 feet away from the holding tanks.
- 3.5.3 Collected gravel and silt shall be allowed to settle to the bottom of the tank and the overlying clean water will be discharged through an adjustable valve.
- 3.5.4 Dependent on weather conditions, the water shall be discharged to the fields south of the pool or into the tributary running parallel to Robert E. Lee Road.
- 3.5.5 Water discharged from the holding tanks shall be filtered to remove silt and all other solids to a maximum concentration of 5 mg/L total suspended solids.
- 3.5.6 After release of the water, the material in the tanks will be loaded onto dump trucks and immediately transported to a holding site located within 20 miles of the pool.
- 3.5.7 The Contractor shall place a crane on top of the south hill. This crane will be used to position the vacuum pump and floating platform directly into the water above the gravel bar.
- 3.6 Prior to beginning operations, the Contract Manager will notify the Contractor of the location that will serve as the holding site.
- 3.7 The Contractor shall be responsible for any damage by the Contractor or Contractor's Subcontractor to City vehicles, equipment, buildings, and/or property during execution of this contract. This includes any environmental damage. Any damages shall be repaired at the Contractor's expense.
- 3.8 Contractor shall provide environmental safeguards including, but not limited to turf mats, oil booms, oil diapers, and silt fences necessary and applicable to the scope of work and contractor's methodology. Suspended solids from work area must not circulate into the upstream end of the pool or discharge downstream of the pool. The Contractor is responsible ensuring all equipment used in execution of this contract is secure and stored in a location not prone to flooding.
- 3.9 All hydraulic fluid utilized in equipment shall be biodegradable vegetable oil. The contractor will have a spill plan in place.
- 3.10 Within three (3) calendar days of request, the Contractor shall provide the City with the Manufacturer's Materials Specification/Descriptive Literature of any and all fluids, lubricants and/or oils.
- 3.11 All work is to be performed in accordance with the approved time line and with a minimum of danger to the environment, workers, and spectators/general public.
- 3.12 Contractor shall ensure ALL equipment is certified for proper operation, is in good working condition (i.e. does not leak potential pollutants) and ALL permits necessary are current for highway and city travel if needed. All cost for any necessary permits shall be included in the lump sum price.
- 3.13 Contractor shall begin work within two (2) weeks after receipt of notice to proceed. This is contingent upon weather conditions. If weather conditions do not permit work to begin, coordination shall be set with the Contract Manager.
- 3.14 Contractor shall complete work within sixteen (16) days after initial work begins.
- 3.15 All work shall be done during the hours of 7:00 AM through 6:00 PM, Monday through Friday.

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- 3.16 Contractor shall coordinate with the Contract Manager or PARD designee for any required staging area for storing equipment and emergency areas, such as eyewash station, first aid kits, etc.
- 3.17 Immediately upon completion of work, the Contractor shall remove trash, debris, and excess materials left by the Contractor's employees or Contractor's Subcontractor(s). Site must be restored to pre-work conditions as inspected and approved by a final site visit by City staff.
- 3.18 Contractor's employees and Contractor's Subcontractor(s) shall wear all appropriate safety wear/clothing, safety goggles, hearing protection, safety steel-toed shoes, etc. as required.
- 3.19 Contractor shall notify the City of Austin 24-Hour Pollution Hotline (512-974-25500) of any spilled hydrocarbons, lubricant or any other potentially polluting materials as soon as they occur.

4.0 SUBMITTAL REQUIREMENTS

- 4.1 Bidder shall provide references that document prior experience in successfully completing other projects, in environmentally sensitive areas, that are similar in scope and size to this project.
- 4.2 The bid award will be determined based on lowest total job cost meeting specifications and requirements outlined in this document.
- 4.3 The City reserves the right to perform inspections of the work being performed during and after the execution of services. Payment will be made upon acceptance of completed work by the City of Austin, PARD, Contract Manager.

5.0 OMISSIONS

It is the intention of this specification to acquire services to perform a complete removal of debris from the Barton Springs Pool area as required and when completed, the pool area shall be ready for full operation. All items omitted from the specifications, which are clearly necessary for this solicitation shall be considered a requirement although not directly specified or called for herein.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name _____

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

4. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (_____) _____ Fax Number (_____) _____
Email Address _____

5. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (_____) _____ Fax Number (_____) _____
Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____