



**INVITATION TO BID
DEMOLITION & CLEANING OF PROPERTY
LOCATED AT 10690 SOCORRO RD
ITB NO. 24-0409-04**

TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit your bid for the item(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein. Please provide your best price for the item listed within.

All bids are subject to staff analysis. LVWD reserves the right to accept or reject any and all bids received and waive any and all technicalities.

**1557 FM ROAD 1110
CLINT, TEXAS 79836**

**BID OPENS:
APRIL 9, 2024/3:00 PM**

LOWER VALLEY WATER DISTRICT

**NOTICE TO BIDDERS
DEMOLITION & CLEANING OF PROPERTY
LOCATED AT 10690 SOCORRO RD
ITB NO. 24-0409-04**

March 22, 2024

Re: DEMOLITION & CLEANING of Property Located at 10690 Socorro Rd

Important Notice

It is the bidder's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their offer. Please check the website, even after submitting a bid, to ensure that you have all amendments as they may be posted at any time, up to and including the day of bid opening.

LOWER VALLEY WATER DISTRICT (LVWD), is soliciting invitation to bid for DEMOLITION & CLEANING of property located at 10690 Socorro Rd, Socorro, Texas 79927. Bids will be received by LVWD until 3:00 P.M., Local Time, Tuesday, April 9, 2024.

Any questions and/or comments about this Bid should be submitted through E-Mail with Subject: "Questions on DEMOLITION & CLEANING of Property 10690 Socorro Rd" email to purchasing@lvwd.org, no later than Friday, March 29, 2024.

BID REQUIREMENTS:

Submittal of documents must be sealed and should include one ORIGINAL and two copies. Submittal must be received by either mailing or dropping off at LVWD, 1557 FM Road 110, Clint, Texas 79836 prior to bid opening. All bids must include the attached bid acknowledgement form and shall conform to terms and conditions set forth in this Invitation to Bid (ITB). Please retain a copy of your Response (Bid) for your records. **Bidders must sign, in ink, the bid form where indicated. Unsigned bids will not be read.**

LVWD reserves the right to accept or reject any or all bid(s), to waiver technicalities and to award the bid(s) deemed most advantageous and in the best interest of the District. No bids may be withdrawn after the bid opening.

Please direct all questions pertaining to this BID by email with subject line as indicated above to purchasing@lvwd.org

Gabrelle Diaz/Sr. Bid Specialist

LOWER VALLEY WATER DISTRICT

DEMOLITION & CLEANING OF PROPERTY LOCATED AT 10690 SOCORRO RD ITB NO. 24-0409-04 BID SPECIFICATIONS

Lower Valley Water District, (LVWD) is soliciting Invitation to Bid (ITB) from interested and qualified vendors to demolish and clean up property located at 10690 Socorro Rd. This ITB states the instructions for submitting proposals, the procedure and criteria by which a contractor may be selected and the contract terms by which LVWD intends to govern the relationship between it and the selected contractor.

SCOPE OF SERVICES

The work under this Contract shall be for furnishing all labor, appurtenances, superintendence, machinery, materials, equipment, transportation and services to be furnished by the Contractor necessary to complete the Work required for the demolition and cleaning of property located at 10690 Socorro Rd, Socorro, TX 79927 (approximate sq. footage-8306).

1. Remove 5/8" sheetrock from wall, ceilings, exposing internal frame of building. Areas will include 30 rooms, 10 restrooms, 2 common areas, 1 lobby, 3 hallways, 10 closets, and 50 doors
2. Remove wall tile and sheetrock in restrooms.
3. Remove bottom half of sheetrock on main outer walls.
4. Remove all duct work.
5. Remove all insulation.
6. Remove all old existing electrical wires and light fixtures.
7. Remove flooring.
8. If necessary, it will be the contractor's responsibility to obtain temporary power or the use of a gas generator may be substituted for power source.

LVWD will provide the following: Roll off containers for debris disposal, roll off will be disposed as needed. No permits will be required from the City of Socorro (all work will be within the interior of the building).

CONTRACT SECURITY

When the successful bidder delivers the executed Agreement to Owner, it must be accompanied by the Certificate of Insurance and insurance policies.

MANDATORY PRE-BID MEETING AND WALK-THROUGH

The Bidder is strongly encouraged to attend the pre-bid meeting at 10690 Socorro Rd, Socorro, TX 79927 (formerly the Aliviane Building). No special arrangements will be made for those not attending. The bidder is responsible for the full Scope of Work.

LOWER VALLEY WATER DISTRICT

Pre-Bid meeting will be held on March 28, 2024 at 10:00 am.

INTERPRETATION AND ADDENDA

All questions about the meaning or intent of the Contract Documents are to be directed and emailed to LVWD at purchasing@lvwd.org. Interpretations or clarifications considered necessary by LVWD in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by LVWD as having received the Bidding Documents. Questions received less than seven (7) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

TERM

The contract is limited to the Demolition & Cleanup of property located at 10690 Socorro Rd, Socorro, TX 79927. Demolition and cleanup must be completed, including punch list, and the facilities must be ready and completed within seven (7) days. The awarded contractor must meet this schedule.

EVALUATION

Proposals will be evaluated on criteria deemed to be in LVWD's best interests, including, but not limited to:

- ❖ Responsiveness
- ❖ Ability to meet specifications
- ❖ LVWD is seeking an established contractor with a minimum of three (3) years experience
- ❖ Company profile
- ❖ References
- ❖ Price

AWARDS

LVWD reserves the right to award the contract (s) to the Contractor (s) which LVWD deems to offer the best overall proposal (s). LVWD is therefore not bound to accept a proposal based on lowest price and further, LVWD has the sole discretion and reserves the right to cancel this ITB, and reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in LVWD's best interests to do so.

INCURRED EXPENSES

This ITB does not commit LVWD to award a contract, nor shall it be responsible for any cost or expense which may be incurred by the Contractor in preparing and submitting the proposal called for in this ITB, or any cost or expense incurred by the Contractor prior to the execution of a contract agreement.

SUBMITTAL REQUIREMENTS

- ❖ A cover letter summarizing interest in the contract, and experience, and qualifications of the bidder.

LOWER VALLEY WATER DISTRICT

- ❖ Fee Proposal
- ❖ All bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening.

PROPOSAL SUBMITTAL

All interested bidders must submit their proposal by April 9, 2024 at 3:00 pm Mountain Standard time.

- Sealed bids may be mailed or hand-delivered to Lower Valley Water District, 1557 FM Road 1110, Clint, TX 79836, Attn: Purchasing Department-ITB NO. 24-0409-04.

All proposals, whether mailed or hand-delivered, must be received on time.

No late proposal will be accepted.

LOWER VALLEY WATER DISTRICT

DEMOLITION AND CLEAN UP OF
PROPERTY LOCATED AT 10690 SOCORRO ROAD
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between Lower Valley Water District (LVWD) and _____ (the Contractor). The date of this Agreement shall be the date when it is executed by LVWD and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The work under this Contract shall be for furnishing all labor, appurtenances, superintendence, machinery, materials, equipment, transportation and services to be furnished by the Contractor necessary to complete the Work required for the demolition and cleaning of property located at 10690 Socorro Rd, Socorro, TX 79927 (approximate sq. footage-8306).

- A. Remove 5/8" sheetrock from wall, ceilings, exposing internal frame of building. Areas will include 30 rooms, 10 restrooms, 2 common areas, 1 lobby, 3 hallways, 10 closets, and 50 doors
- B. Remove 5/8" sheetrock from wall, ceilings, exposing internal frame of building. Areas will include 30 rooms, 10 restrooms, 2 common areas, 1 lobby, 3 hallways, 10 closets, and 50 doors
- C. Remove wall tile and sheetrock in restrooms.
- D. Remove bottom half of sheetrock on main outer walls.
- E. Remove all duct work.
- F. Remove all insulation.
- G. Remove all old existing electrical wires and light fixtures.
- H. Remove flooring.
- I. If necessary, it will be the contractor's responsibility to obtain temporary power or the use of a gas generator may be substituted as a power source.

LVWD will provide the following: Roll off containers for debris disposal, roll off will be disposed as needed. No permits will be required from the City of Socorro (all work will be within the interior of the building).

2 LICENSES

- A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

LOWER VALLEY WATER DISTRICT

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional, and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors. Work performed under this contract must comply with all applicable OSHA standards.

3. COMPENSATION

LVWD shall pay to the Contractor for services rendered, a sum not to exceed _____ (\$_____).

- A. Payment shall be made Net 30 after it is received via e-mail at, PAYABLES@LVWD.ORG and approval by LVWD of detailed statements containing a report of services completed. Compensation shall be paid only for services performed and accepted by LVWD.
- B. To avoid delays in payment, reference the Purchase Order and/or Contract Number within the email subject line and on the invoice. Invoices may also be mailed to: PO Box 909, Clint, TX 79836.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by LVWD for the performance of this Agreement. If sufficient appropriations and authorization are not made by LVWD, this Agreement shall terminate upon written notice being given by LVWD to the Contractor. LVWD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by LVWD Board of Director and or the General Manager and will terminate at completion of demolition and clean up of the said property located at 10690 Socorro Road, Socorro, TX 79927, not to exceed seven (7) days.

6. TERMINATION

- A. This Agreement may be terminated by LVWD upon thirty (30) days written notice to the Contractor for the following reasons: Violation of any provision of the agreement; repeated instances of failing to respond in a timely manner

LOWER VALLEY WATER DISTRICT

to LVWD staff regarding complaints, issues, or questions; failing to make adequate arrangements for an emergency call; or repeated occurrences of undesirable practices.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

- A. The Contractor and its agents and employees are independent contractors performing professional services for LVWD and are not employees of LVWD. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of LVWD vehicles, or any other benefits afforded to employees of LVWD as a result of this Agreement.
- B. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of LVWD.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT: SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations, or other interest under this Agreement, including any claims for money due, without the prior written consent of LVWD. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of LVWD.

11. RELEASE

LOWER VALLEY WATER DISTRICT

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases LVWD, its officers, and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to declare, claim, or convey, to bind LVWD to any obligation not assumed herein by LVWD unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability (written as an occurrence basis), in a form and with an insurance company acceptable to LVWD. Such insurance shall provide that LVWD is named as an additional insured and that LVWD is notified no less than thirty (30) days in advance of cancellation for any reason. The Contractor shall furnish LVWD with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

Contractor shall also obtain and maintain Workers' Compensation Insurance, required by law (written as an occurrence basis), to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide LVWD with evidence of its compliance with such requirement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend LVWD from all losses, damages, claims, or judgements, including payments of all attorney's fees and costs on account of any suit, judgement, execution, claim, action, or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives, and subcontractors.

14. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than LVWD and the Contractor. No person shall claim any right, title, or interest under this

LOWER VALLEY WATER DISTRICT

Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

15. APPLICABLE LAW: CHOICE OF LAW

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules, and regulations of El Paso-County of El Paso Texas. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of Texas shall govern.

16. AMENDMENT

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties hereto.

17. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, Invitation to Bid Document, LVWD Terms and Conditions, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants, and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

19. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

Lower Valley Water District
PO BOX 909
Clint, TX 79836

Contractor:

LOWER VALLEY WATER DISTRICT

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

LOWER VALLEY WATER DISTRICT

CONTRACTOR:

BOARD OF DIRECTOR/
GENERAL MANAGER

NAME & TITLE

DATE: _____

DATE: _____

LOWER VALLEY WATER DISTRICT

**BID FORM
ITB 24-0409-04
SCHEDULE OF PRICES
DEMOLITION AND CLEAN UP OF
PROPERTY LOCATED AT 10690 SOCORRO ROAD**

Item Number	Bid Quantity	Work Description	Unit Price	Item Bid Price
1	1	Site Preparation, Submittals, and Site Service		
2	1	Mobilization/Demobilization		
3	1	Removal of all Sheetrock (*See below)		
4	1	Removal of wall tile-restrooms		
5	1	Removal of bottom half of sheetrock on main outer walls		
6	1	Removal of duct work		
7	1	Removal of insulation		
8	1	Removal of all electrical wires, and light fixtures		
9	1	Removal of flooring		
		TOTAL BID		

Item #3 Removal of Sheetrock/Doors:

- 30 Rooms**
- 10 Restrooms**
- 2 Common Areas**
- 1 Lobby**
- 3 Hallways**
- 10 Closets**
- 50 Doors**

LOWER VALLEY WATER DISTRICT

LOWER VALLEY WATER DISTRICT STANDARD TERMS AND CONDITIONS

The following constitute the Standard Terms and Conditions of the Lower Valley Water District. Some of these Standard Terms and Conditions may not be applicable to a specific solicitation, proposal, ITB, Qualification Quotes, or other solicitations the district covers. To the extent each of the terms and conditions is applicable, these shall be deemed to be part of the solicitation documents. If there are specific terms and conditions contained in the solicitation documents which are inconsistent with the Standard Terms and Conditions, the specific terms and conditions in the solicitation documents shall control.

1. Solicitation Acceptance: Contractor acknowledges and agrees that this solicitation is not a contract or an offer to contract. If awarded, this solicitation may result in a contract between the Lower Valley Water District ("LVWD") and Contractor to furnish the goods and/or services in accordance with the terms and conditions specified herein. Unless otherwise specified in the Special Terms and Conditions or specifications, Contractor shall not deliver substitutes or inferior materials without prior written authorization from LVWD.

2. District Reservations: LVWD makes no warranty or guarantee that an award will be made as a result of this solicitation. LVWD reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this solicitation with one or more Contractor(s); (b) reject any and/or all solicitations before or during the solicitation process; (c) reject or cancel an awarded solicitation or proposal, even after board approval, but prior to completion of signed written contract, if deemed to be in the best interest of the District; (d) reissue any proposal and/or procure any item by other means; © waive any formalities and procedural requirements; (j) reject any proposal because of unbalances unit prices; (k) specify approximate quantities (l) Any proposal that fails to comply with the requirements contained in this solicitation may be rejected by the District, in LVWD's sole discretion.

3. Release of Award: No contract shall be created, express or implied, until a final written contract is issued and signed by an individual authorized by the Lower Valley Water District. During the contract process, LVWD does not release the awarded vendor information until the contract is fully executed. This process is in place to make sure that all required documentation from the awarded vendor is received. Once a contract is fully executed, the information is made public or available through the open record process.

4. Award: It is the intent of the district to award all or none, but the Lower Valley Water District reserves the right to award section by section or item by item, whichever is in the best interest of the District.

LOWER VALLEY WATER DISTRICT

5. **Protest of Award:** In the case of a protest or dispute of an action taken by the Department of Purchasing any vendor may write a letter outlining any concerns which may exist to:

Lower Valley Water District
Office of the General Manager
1557 FM Road 1110
Clint, Texas 79836

6. **Termination and Transition:** If this Agreement terminates for any reason, at LVWD's option, Contractor will continue to perform its duties and obligations in accordance with the terms of this Agreement until LVWD contracts with a new qualified and experienced vendor(s) to perform the duties and obligations or is able to perform the duties and obligation in-house; provided, that, Contractor will not be required to continue performing its duties and obligations under this Agreement immediately or no more than one hundred and twenty (120) days after termination of this Agreement. Contractor will cooperate with, and assist, LVWD's efforts to transition the duties and obligations under this agreement an alternative vendor(s) or to perform the duties and obligations in house.

7. **Prohibition on Contracts with Companies Boycotting Israel:** Lower Valley Water District cannot enter into a contract with any individual and/or company for goods or services unless the contract contains a written verification from the company that it (1) does not boycott Israel; (2) will not boycott Israel during the term of an awarded contract under the terms of Section 2270 of the Texas Government Code. Should the individual and/or company during the term of the agreement boycott Israel, immediate notification is required to LVWD's Purchasing Department. I hereby certify that I and/or my company will adhere to Section 2270 of the Texas Government Code, PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL.

8. **Taxes:** The Lower Valley Water District is exempt from all local, state and federal taxes. Tax exemption certificates will be provided upon request.

9. **Contractors of Packaged:** Contractor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Contractor's name and address; (b) Consignee's name, address, purchase order number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. LVWD's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

LOWER VALLEY WATER DISTRICT

10. **Shipment Under Reservation Prohibited:** Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
11. **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to the District until LVWD receives and takes possession of the goods at the point or points of delivery. Contractor understands and agrees they will bear at its sole risk and responsibility, any cost due to any losses, damages, injuries, claims, fees, fines, penalties and expenses (including legal fees) of every kind that relate to the use, operation, ownership, possession, or condition of your product/service.
12. **Delivery Terms and Transportation Charges:** All deliveries shall be freight prepaid FOB destination with solicitation prices reflecting freight and delivery charges to locations within the District, unless otherwise described in the Special Terms and conditions or specifications of this solicitation. LVWD agrees to reimburse Contractor for transportation costs in the amount specified in the solicitation, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided LVWD shall have the right to designate what method of transportation shall be used to ship the goods.
13. **No Placement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of this solicitation as to time of delivery, quality and the like. All delivered equipment, materials or merchandise must be new, unused, and in the manufacturer's original packing unless otherwise specified. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Contractor may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
14. **Purchase Authorization:** The District will purchase goods by means of official district purchase order form which are to be authorized by signature from the Director of Purchasing or a Purchasing Agent. The District will not honor purchases without the proper authorization.
15. **Purchase Order:** The District may issue a purchase order(s) as needed as a result of the solicitation. No deliveries will be accepted without a corresponding valid purchase order. Delivery must occur within thirty (30) days after receipt of order (ARO) unless otherwise specified on the District purchase order. Failure to deliver awarded merchandise within thirty (30) days will cancel the order. The place of delivery shall be set forth on the purchase order.
16. **Purchase Order Modifications:** LVWD reserves the right to make changes to issued Purchase Orders as needed by LVWD.

LOWER VALLEY WATER DISTRICT

17. Invoices and Payments:

- a. The vendor/contractor should electronically mail invoices to Lower Valley Water District via PAYABLES@LVWD.ORG. To avoid delays in payment, reference the Purchase Order Number in the email subject line and on the invoice. Invoices may also be mailed to P. O. Box 909, ATTENTION: Payables, Clint, TX 79836. Invoices will be paid net 30 from the date that the payables department receives the invoice by mail or E-mail. To avoid delays in payment, reference the Purchase Order Number on the invoice. Invoices that do not reflect a Purchase Order Number are subject to non-payment; reference. Invoices should be itemized and reflect Bid Number.
- b. Do not include Federal Tax, State Tax, or City Tax. The District will furnish a tax exemption certificate.
- c. LWD's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render any contract or Purchase Order issued under this solicitation null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Contractor by Buyer.

18. **Gratuities:** LVWD may, by written notice to the Contractor, cancel any contract awarded under this solicitation without liability to contractor if it is determined by LVWD that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent, or representative of the Contractor, to any officer or employee of the District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by LVWD pursuant to this provision, LVWD shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

19. **Special Tools and Test Equipment:** If the price stated on the solicitation, includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property LVWD and to the extent feasible shall be identified by the Contractor as such.

20. Warranty Price:

- a. The price to be paid by the District shall be that contained in Contractor's solicitation which Contractor warrants to be no higher than their current prices on orders by other for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, LVWD may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

LOWER VALLEY WATER DISTRICT

- b. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

21. Warranty Products: Contractor shall not limit or exclude any implied warranties and any attempt to do shall render any contract or Purchase Order issued by Lower Valley Water District voidable at the option of the District. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the solicitation and to the sample(s) furnished by Contractor, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All equipment items awarded as a result of the solicitation will be covered by all parts and labor warranty, including any/all transportation charges, for a minimum period of one (1) year, or as specified in the Special Conditions section of this solicitation.

22. Safety Warranty: Contractor warrants that the product sold, 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, LVWD may return the product for correction within a reasonable time requested by LVWD or 30 days whichever is shorter, correction may be made LVWD at Contractor's expense.

23. No Warranty by Buyer Against Infringements: Contractor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this solicitation will give rise to the rightful claim of any third person by way of infringement or the like. LVWD makes no warranty that the production of goods according to the specifications will not give rise to such a claim, and in no event shall LVWD be liable to Contractor for indemnification if Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify LVWD to this effect in writing within two weeks after the signing of this agreement. If LVWD does not receive notice and is subsequently held liable for the infringement or the like, Contractor will hold LVWD harmless. If Contractor in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void.

24. Right of Inspection: LVWD shall have the right to inspect the goods at delivery before accepting them.

LOWER VALLEY WATER DISTRICT

25. **Cancellation:** LVWD shall have the right to cancel for default all or any part of the undelivered portion of any Purchase Order created by the solicitation if Contractor breaches any of the terms hereof including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.

26. **Termination:** The performance of work under this solicitation may be terminated in whole or in part by LVWD in accordance with this provision. Termination of work hereunder shall be effective by the delivery to the Contractor of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of LVWD.

27. **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this solicitation or the contract awarded as a result of this solicitation, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as herein provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, acts of war, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, arrests, restraint of government and people, civil disturbances, explosions, strikes, lockouts, or other industrial disturbances, breakage or accidents to machinery, pipelines or canal, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

28. **Assignment Delegation:** No right or interest shall be **assigned**, or delegation of any obligation may be made by Contractor without the written permission of the District. Any attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this solicitation.

29. **Waiver:** No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

LOWER VALLEY WATER DISTRICT

30. **Interpretation Parole Evidence:** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this solicitation or any contract issued as part of this solicitation. Acceptance or acquiescence in a course of performance rendered under this solicitation shall not be relevant to determine the meaning of any agreement between the parties even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used, the definition contained in the Code is to control.

31. **Applicable Law:** This solicitation shall be governed by the laws of the State of Texas and, where applicable, the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

32. **Advertising:** Contractor shall not advertise or publish, without LVWD's prior consent, the fact that LVWD has entered into a contract with Contractor, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

33. **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in El Paso County, Texas.

34. **Prohibition Against Personal Interest in Contracts:**

- a. Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with LVWD, shall before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on public. However, if most of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation.
- b. No employee of LVWD will have a direct financial interest in any contract with the LVWD, nor will an employee have a direct financial interest in the sale to LVWD of any land, equipment, supplies, and materials, or services. Any violation of this policy will render the contract involved void, unless such contract or sale is approved by the Board of Directors after full disclosure.

35. **Contractor Responses:**

- a. Contractors are encouraged to submit bids on any or all items or services their firms can provide. The award will be made to the Contractor who submits a response, as per solicitation specifications, which is the most advantageous and best value to the LVWD. All prices are to be your lowest and best net price, F.O.B.

LOWER VALLEY WATER DISTRICT

destination, on each item. Unit price for each item offered need to include all applicable discounts. In case of error in extension, unit price will govern.

- b. Bids will not be accepted, unless the **Proposal Acknowledgement Form** of the bid is complete and contains an original signature, in blue ink, by an authorized representative of the company. Each bid form response shall be typewritten or handwritten in ink. Unsigned bids will be considered a NO BID.

36. Estimated Quantities: The quantities shown on the bid form are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate. LVWD has no commitment to the Contractor to purchase a specific quantity until a contract and/or Purchase Order is issued. Any increase in quantities will be paid for at the quoted bid price, unless required by law to be re-bid. It is further understood that the supplier will not have any claim against the District for the purchase of quantities less than the estimated amount.

37. Product Standards: When a brand name and identification number are shown on the solicitation form, they indicate an acceptable standard, the features of which must be considered when bidding equals. This brand name is used only to establish a quality level, and basic features required. Submittals on equivalent or better items are encouraged but must be accompanied with appropriate information for evaluation purposes. Failure to include such information will disqualify the response on that item being offered. If other than brand(s) specified is offered, complete descriptive information in literature form of each item being offered must be included with your submittal. If Contractor takes no exception to specifications of reference data, he will be required to furnish brand names, models, etc., as specified.

38. Products Samples and Presentations: Samples and/or Presentations for evaluation purposes must be provided, at no cost or obligation to the LVWD, within five (5) days of request unless specified otherwise in the Line Item, Specification, and/or Special Terms and Conditions. LVWD has the right to use, test, and destroy any samples received unless, otherwise noted by the Contractor. Samples will be returned by request only at the Contractor's expense. Each sample submitted should be labeled with Contractor's name, solicitation name, solicitation number, and item number.

39. Awarding of Bids: The recommendation for awarding bids or proposals shall include an assessment of at least the following:

- a) Individual item price
- b) Total price of all items
- c) The total long-term cost to LVWD to acquire the vendor's goods or services
- d) Delivery dates
- e) Terms and conditions
- f) The quality of the vendor's goods or services
- g) The extent to which the goods or services meet the LVWD's needs
- h) Safety features

LOWER VALLEY WATER DISTRICT

- i) The reputation of the vendor and of the vendor's goods or services
- j) The vendor's past relationship with the LVWD
- k) Transportation charges
- l) Good business practices
- m) Conformance to appropriate local, state, and federal ordinances, statues and regulations
- n) Any other relevant factor specifically listed in the request for bid or proposal.

40. **Price Per Unit:** Unit prices are to be based on the unit of measure requested on the bid form provided such as each, pound, serving, pair, gross, foot, pint, gallon or ounce. Failure to do so will disqualify the bid on that item. **All charges, including delivery charges must be included in the bid price.**

41. **Non-appropriations Clause:** This solicitation and any subsequent agreement is subject to the appropriation of funds by LVWD in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this solicitation. The obligation of LVWD pursuant to this solicitation in any fiscal year for which this solicitation is in effect shall constitute a current expense of LVWD for that fiscal year only and shall not constitute an indebtedness of LVWD monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this solicitation, this solicitation and any subsequently issued Purchase Order or contract shall be terminated.

42. **Failure to Honor Bid Prices:** Any vendor failing to honor a bid submitted or delivers items not meeting specifications may be removed from the bid list for a period of two (2) years. Items delivered not as specified on the award will be the responsibility of the vendor to recover and credit to LVWD at no expense to the LVWD.

43. **Solicitation Withdrawal:** Any request to withdraw a hard copy response prior to the scheduled time of opening must be submitted in writing to the Purchasing Department.

45. **Request for Interpretation and Clarification:** If Contractor is in doubt as to the meaning of any part of the solicitation, a written request to the Purchasing Department of the interpretation in question will be required as stated in the solicitation prior to the opening of the solicitation. The person submitting the request will be responsible for its prompt delivery.

44. **Failure to Meet All Terms and Conditions:** Failure to meet all Terms and Conditions will constitute grounds for canceling the Contractors solicitation.

45. **Material Safety Data Sheets (MSDS):** The District requires product verification in the form of MSDS reports for all items for which the MSDS are available. MSDS shall be submitted at the time of the solicitation opening and with each delivery of those products. MSDS shall be submitted for any alternate products submitted.

LOWER VALLEY WATER DISTRICT

46. **Deviations:** List any deviations from the specification on appropriate form or section of the solicitation.

47. **Contractor Responsibilities:** By submitting a proposal, Contractor certifies that it understands this Solicitation and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Contractor also certifies that it understands that all costs relating to preparing a response to this solicitation will be the sole responsibility of the Contractor.

48. **Texas Public Information Act:** Upon execution of a final agreement, LVWD will consider all information, documentation, and other materials requested to be submitted in response to this solicitation, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the Texas Public Information Act (Government Code, Chapter 552.001, et seq.). Contractor will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, Government Code.

49. **Delegation:** If selected by LVWD, Contractor will not delegate any of its duties or responsibilities under this solicitation or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

50. **Authorization:** If selected by the District, Contractor will not delegate any of its duties or responsibilities under this solicitation or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

51. **Indemnification:** Contractor shall comply with the requirements of all applicable laws, rules, and regulations and shall exonerate, indemnify and hold harmless the Lower Valley Water District ("LVWD") from all Liability or Damages resulting from failure to do so. In addition, the Contractor agrees to keep, save and hold the LVWD harmless from any and all actions, liabilities, damages, judgments, costs and expenses including reasonable attorney's fees, in case an action is filed or does in any way accrue against LVWD, its officials, officers, and employees in consequence of the contract for any negligent act or omission of the vendor in the provision of merchandise under the contract, or that may result from the carelessness or lack of skill of the Contractor or the Contractor's agent, contractors, assigns, or employees. In the event a judgment is recovered against the LVWD for any such liability, costs or expense, such judgment shall be conclusive against the vendor. It is specifically understood and agreed by the Contractor that such indemnity is indemnity by the Contractor to indemnify and protect LVWD from Liability, Claims, Suits, Losses, Damages or Cause of action to the Contractor's Negligence, Error or Omission.

LOWER VALLEY WATER DISTRICT

52. **Penalties for Non-Performance:** If at any time, the Contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, LVWD reserve the right to:

- a. Purchase on the open market and charge the contractor the difference between contract and actual purchase price, or
- b. Reduce such charges from existing invoice totals due at the time, or
- c. Cancel the contract within thirty (30) days written notification of intent.

53. **Certification Regarding Debarment:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by LVWD.

54. **Insurance Requirements:** The contractor will carry and will request its subcontractors to carry the following insurance certification with companies authorized to do insurance business in the State of Texas in the amounts not less than the following minimum limits of coverages shown and under the conditions noted before any authorization will be given to commence, delivery or installed. Certificates of Insurance may be submitted to LVWD by the successful Contractor after the award is made (if needed).

General

- a. No work will be commenced until all requirements of this section have been approved by LVWD in writing. Lower Valley Water District will be furnished a certificate of insurance on an approved certificate form (Accord Form) or a Texas Department Insurance pre-approved form, prior to the commencement of any work.
- b. All insurance policies will be endorsed to name Lower Valley Water District as an Additional Insured and provide a waiver of subrogation in favor of LVWD. The remarks section should include job description and/or project name and/or bid number.
- c. The insurance shall contain a provision that at least sixty (60) days prior written notice shall be given to LVWD in the event of cancellation, material change or non-renewal.
- d. Insurance(s) shall be underwritten by a company rated not less than A+ in the Best's latest published guide.
- e. There shall be a hold harmless agreement in which the contractor assumes liability on the contract and holds LVWD harmless.
- f. If selected by LVWD, Contractor will maintain any insurance coverage as required by the Agreement during the term thereof.

Casualty Insurance

- a. Commercial General Liability Insurance (Occurrences basis only):
 - \$1,000,000 – Each Occurrence
 - \$1,000,000 – General Aggregate

LOWER VALLEY WATER DISTRICT

- \$1,000,000 – Personal & Advertising Injury
- \$1,000,000 – Products/Completed Operations – Aggregate
- \$5,000 – Premises Medical Expense
- \$ 500,000 – Damage to Rented Premises (each occurrence)

- b. Commercial (Business) Automobile Liability Insurance coverage for all owned, non-owned and hired vehicles:

\$1,000,000 (each occurrence) – for Bodily Injury/ and Property Damages

- c. Workers Compensation:

- \$1,000,000 – Employers Liability – Each Accident
- \$1,000,000 – Employers Liability – Each Employee
- \$1,000,000 – Employers Liability – Disease – Policy Limit

Statutory Limits

Waiver of Subrogation

- d. The contractor shall purchase and maintain in force the following kinds of insurance and bonds for operations under construction contracts/projects and as specified in each section: Additional Requirement(s):
1. Builders Risk Policy for total amount of completed project
 2. Bid Bond (if required)
 3. Payment and Performance Bond (if required)
 4. Any project involving a higher hazard, an additional umbrella limit may be required.
 5. Endorsement CG2294 is not acceptable, vendor must specifically and affirmatively state in their bid response that their insurance policy does not include Endorsement CG 2294 (elimination of coverage for General Contractors for the work of Sub Contractors).

No deletions/exclusions from standard coverage form allowed without written consent of Lower Valley Water District.

Umbrella Liability Insurance (Excess) - \$3,000,000

- a. The owner shall be named as an additional insured on the contractor's policy as to the subject job.
- b. This policy shall provide coverage over the Worker's Compensation, Commercial General Liability and Business Automobile Liability.

End of Section

LOWER VALLEY WATER DISTRICT

BID ACKNOWLEDGEMENT FORM
DEMOLITION AND CLEAN UP OF
PROPERTY LOCATED AT 10690 SOCORRO ROAD
ITB 24-0409-04

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

"The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid 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."

COMPANY'S NAME: _____

ADDRESS: _____

PHONE: _____

FAX NUMBER: _____

BIDDER (Signature): _____

BIDDER (Print Name): _____

POSITION with Company: _____

SIGNATURE of Company
Official Authorizing This Bid: _____

Company Office
(Print Name): _____

Official Position: _____

.....
The bidder hereby acknowledges receipt of the following listed addenda and agrees that all addenda issued are made part of the contract documents, and the bidder further agrees that his/her abides/includes all changes resulting from said addenda.

ADDENDUM NO. _____ DATE _____

ADDENDUM NO. _____ DATE _____

ADDENDUM NO. _____ DATE _____

LOWER VALLEY WATER DISTRICT

REFERENCES

The Bidder must list three (3) references, listing firm name, dates of service, address, contact person, email address and telephone number to whom they have provided satisfactory performance with similar scope of service.

COMPANY NAME:	
DATES OF SERVICE:	
ADDRESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	

COMPANY NAME:	
DATES OF SERVICE:	
ADDRESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	

COMPANY NAME:	
DATES OF SERVICE:	
ADDRESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	

LOWER VALLEY WATER DISTRICT

APPENDIX

- 1. Insurance Table**
- 2. W-9**
- 3. Conflict of Interest Form CIQ**
- 4. Photos of 10690 Socorro Road Property**

LOWER VALLEY WATER DISTRICT

INSURANCE TABLE

LIMITS OF COVERAGE FOR ALL CONSTRUCTION PROJECTS	AUTOMOBILE (5.04.A.6) {Combined Single Limit} Per Accident	COMMERCIAL GENERAL LIABILITY (5.04.A.3 through 5.04.A.6) {Combined Single Limit} Per Project	WORKER'S COMPENSATION (5.04.A.1 through 5.04.A.2) {Employers' Liability} Per Accident Per Employee Per Disease	UMBRELLA (SC-5.04.C.4) {Combined Single Limit}
CONTRACT PRICE LESS THAN \$100,000: Occurrence *General Aggregate Products/Completed Operations Aggregate	\$300,000	\$500,000 \$500,000 \$1,000,000	\$500,000 \$500,000 \$500,000	Not applicable
CONTRACT PRICE EQUAL TO \$100,000 OR GREATER AND LESS THAN \$500,000: Occurrence *General Aggregate Products/Completed Operations Aggregate	\$500,000	\$500,000 \$1,000,000 \$1,000,000	\$500,000 \$500,000 \$500,000	Not applicable
CONTRACT PRICE EQUAL TO OR GREATER THAN \$500,000 AND UP TO AND INCLUDING \$10,000,000: Occurrence *General Aggregate Products/Completed Operations Aggregate	\$1,000,000	\$1,000,000 \$2,000,000 \$2,000,000	\$1,000,000 \$1,000,000 \$1,000,000	\$2,000,000 \$2,000,000
CONTRACT PRICE GREATER THAN \$10,000,000: Occurrence *General Aggregate Products/Completed Operations Aggregate	\$1,000,000	\$1,000,000 \$2,000,000 \$2,000,000	\$1,000,000 \$1,000,000 \$1,000,000	\$5,000,000 \$5,000,000

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

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 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.

Social security number									
or									
Employer identification number									

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

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 II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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.

Lower Valley Water Recycling Center

10690 Socorro Road

Socorro, El paso County, Texas

















































