

BID PROPOSAL

PROPOSAL OF _____

A Corporation organized and existing under the laws of the State of _____

A Partnership consisting of _____

An Individual doing business as _____

Enclosed with this bid are (1) Bid Bond, in accordance with the Instructions to Bidders. It is understood that all proposals submitted without proper bid bonds and proper acknowledgement of all addenda herein will be rejected.

Work shall be completed in full within **90** consecutive calendar days.

TO THE SAN ANTONIO WATER SYSTEM:

Pursuant to Instructions and Invitations to Bidders, the undersigned proposes to furnish all labor and materials as specified, and perform the work required, for the construction of the **SAWS Job No. 09-8608-201, (Franklin Farm), Job No. 09-8610-201, (North & South Watkins Farms) and Job No. 09-8609-201 (Pratt Farm) Pivot Irrigation Project** in accordance with Plans and Specifications for the following prices to wit:

Item No.	Item Description (Unit Price to be written in words)	UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
Franklin Farm			
	Part 1: SAWS Job No. 09-8608-201 – Franklin Farm Pivot Irrigation Project, for Installation of two Single Center Pivot Irrigation Systems at the Franklin Farm, operating alternately.		
1.1	Lump Sum – Link Well UV00537-001 to Center Pivot Irrigation Systems using conveyance piping sufficient to ensure proper flow and pressures needed for operation. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
1.2	Lump Sum – Design & Install two Single Pivot Irrigation Systems, approximately 822 linear feet and 1,070 linear feet in length, capable of covering an estimated 48.82 acres and 82.68 acres which will yield the most conserved water. Each pivot center point and outer edge of the pivot must have a GPS reading to establish accuracy of measurement. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
1.3	Lump Sum – Installation of an Irrigation Control Panel capable of operating each center pivot irrigation system. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____

Item No.	Item Description (Unit Price to be written in words)	UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
1.4	Lump Sum – Installation of a totalizing flow meter between the well and the Center Pivot Irrigation Systems such that it measures all flow leaving the well regardless of which pivot. Flow meter shall be installed at or adjacent to the well. Meter shall not be installed on the pivot. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
1.5	Lump Sum – Proper Land Grading of potential problem areas to eliminate ponding, runoff, etc. during rain events or when pivot is in use. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
1.6	Lump Sum – Clearing of debris and vegetation within a radius of 30 feet from the well entrance of well #1 (UV00537-001) which will be used for pivot system operation and non-used well #2 (UV00537-002) on property. Any debris that cannot be properly discarded will be stockpiled approximately 10 feet from the well site. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
1.7	Lump Sum – Installation of a proper electric motor sufficient to ensure proper flows and pressures needed for the alternating operation of the Center Pivot Irrigation Systems. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
1.8	Lump Sum – Replacement of the Existing Pump, Column, & Gear Box with new Equipment sufficient to ensure proper flow and pressures needed for the alternating operation of the Center Pivot Irrigation Systems. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____

Item No.	Item Description (Unit Price to be written in words)	UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
1.9	Lump Sum – Removal & Disposal of Trees, Brush, Roots and Fences as necessary for unobstructed travel of the center pivot irrigation system and the installation of the conveyance piping and power supply. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
2.0	Lump Sum – Supply, install, and arrange connection of all electric service to system that is capable of supporting the functions of a chemigation pump and all necessary functions associated with the center pivot irrigation system. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
2.1	Lump Sum – On Franklin farm well # 2, UV00537-002, install a safe and lockable sealing block. The lid will be of the quality and thickness to support 400 pounds. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
BASE BID SUBTOTAL Franklin Farm (Part 1) Total of Line Items 1.1 through 2.1			\$ _____

North Watkins			
	Part 2: SAWS Job No. 09-8610-201 – North Watkins Farm Pivot Irrigation Project, for Installation of a Single Center Pivot Irrigation System at the North Watkins Farm.		
1.1	Lump Sum – Link Well UV00487-001 to Single Center Pivot Irrigation System using conveyance piping sufficient to ensure proper flow and pressures needed for operation. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____

<p>1.2</p>	<p>Lump Sum – Design & Install a Single Pivot Irrigation System, approximately 970.7 linear feet in length, capable of covering an estimated 67.95 acres which will yield the most conserved water rights. The center pivot and outer edge of the pivot must have a GPS reading to establish accuracy of measurement.</p> <p>_____ Dollars and _____ Cents</p>	<p>\$ <u>XXXXXXXXXXXX</u></p>	<p>\$ _____</p>
<p>1.3</p>	<p>Lump Sum – Installation of an Irrigation Control Panel.</p> <p>_____ Dollars and _____ Cents</p>	<p>\$ <u>XXXXXXXXXXXX</u></p>	<p>\$ _____</p>
<p>1.4</p>	<p>Lump Sum – Installation of a totalizing flow meter between the well and the Center Pivot Irrigation System such that it measures all flow leaving the well regardless of which pivot. Flow meter shall be installed at or adjacent to the well. Meter shall not be installed on the pivot.</p> <p>_____ Dollars and _____ Cents</p>	<p>\$ <u>XXXXXXXXXXXX</u></p>	<p>\$ _____</p>
<p>1.5</p>	<p>Lump Sum – Proper Land Grading of potential problem areas to eliminate ponding, runoff, etc. during rain events or when pivot is in use.</p> <p>_____ Dollars and _____ Cents</p>	<p>\$ <u>XXXXXXXXXXXX</u></p>	<p>\$ _____</p>
<p>1.6</p>	<p>Lump Sum – Clearing of debris and vegetation within a radius of 30 feet from the well entrance. Any debris that cannot be properly discarded will be stockpiled approximately 10 feet from the well site.</p> <p>_____ Dollars and _____ Cents</p>	<p>\$ <u>XXXXXXXXXXXX</u></p>	<p>\$ _____</p>
<p>1.7</p>	<p>Lump Sum – Installation of a proper electric motor sufficient to ensure proper flows and pressures needed for the operation of the Center Pivot Irrigation System.</p> <p>_____ Dollars and _____ Cents</p>	<p>\$ <u>XXXXXXXXXXXX</u></p>	<p>\$ _____</p>

1.8	Lump Sum – Replacement of the Existing Pump, Column, & Gear Box with new Equipment sufficient to ensure proper flow and pressures needed for the alternating operation of the Center Pivot Irrigation Systems. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
1.9	Lump Sum – Removal & Disposal of Trees, Brush, Roots and Fences as necessary for unobstructed travel of the center pivot irrigation system and the installation of the conveyance piping and power supply. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
2.0	Lump Sum – Supply, install, and arrange connection of all electric service to system that is capable of supporting the functions of a chemigation pump and all necessary functions associated with the center pivot irrigation system. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
BASE BID SUBTOTAL North Watkins Farm (Part 2) Total of Line Items 1.1 through 2.0			\$ _____

South Watkins			
	Part 3: SAWS Job No. 09-8610-201 – South Watkins Farm Pivot Irrigation Project, for Installation of a two Single Center Pivot Irrigation Systems at the South Watkins Farm operating alternately.		
1.1	Lump Sum – Link Well UV00487-002 to two Single Center Pivot Irrigation Systems using conveyance piping sufficient to ensure proper flow and pressures needed for operation. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____

1.2	Lump Sum – Design & Install two Single Pivot Irrigation Systems, approximately 754 linear feet and 608 linear feet in length, capable of covering an estimated 21.02 acres and 26.69 acres which will yield the most conserved water. Each pivot center point and outer edge of the pivot must have a GPS reading to establish accuracy of measurement. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
1.3	Lump Sum – Installation of an Irrigation Control Panel capable of operating each center pivot irrigation system. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
1.4	Lump Sum – Installation of a totalizing flow meter between the well and the Center Pivot Irrigation Systems such that it measures all flow leaving the well regardless of which pivot. Flow meter shall be installed at or adjacent to the well. Meter shall not be installed on the pivot. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
1.5	Lump Sum – Proper Land Grading of potential problem areas to eliminate ponding, runoff, etc. during rain events or when pivot is in use. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
1.6	Lump Sum – Clearing of debris and vegetation within a radius of 30 feet from the well entrance. Any debris that cannot be properly discarded will be stockpiled approximately 10 feet from the well site. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
1.7	Lump Sum – Installation of a proper electric motor sufficient to ensure proper flows and pressures needed to for the alternating operation of the Center Pivot Irrigation Systems. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____

1.8	Lump Sum – Replacement of the Existing Pump, Column, & Gear Box with new Equipment sufficient to ensure proper flow and pressures needed for the alternating operation of the Center Pivot Irrigation Systems. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
1.9	Lump Sum – Removal & Disposal of Trees, Brush and fences as necessary for unobstructed travel of the center pivot irrigation system and the installation of the conveyance piping and power supply. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
2.0	Lump Sum – Supply, install, and arrange connection of all electric service to system that is capable of supporting the functions of a chemigation pump and all necessary functions associated with the center pivot irrigation system. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
BASE BID SUBTOTAL South Watkins Farm (Part 3) Total of Line Items 1.1 through 2.0			\$ _____

For Reference Not Acceptable For Bidding

Pratt Farm			
	Part 4: SAWS Job No. 09-8609-201 – Pratt Farm Pivot Irrigation Project, for Installation of a two Single Center Pivot Irrigation Systems at the Pratt Farm, operating alternately.		
1.1	Lump Sum – Link Well UV00461-002 to two Single Center Pivot Irrigation Systems using conveyance piping sufficient to ensure proper flow and pressures needed for operation. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
1.2	Lump Sum – Design & Install two Single Pivot Irrigation Systems, approximately 1,152 linear feet and 1,155 linear feet in length, capable of covering an estimated 95.75 acres and 96.23 acres which will yield the most conserved water. Each pivot center point and outer edge of the pivots must have a GPS reading to establish accuracy of measurement. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
1.3	Lump Sum – Installation of an Irrigation Control Panel capable of operating each center pivot irrigation system. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
1.4	Lump Sum – Installation of a totalizing flow meter between the well and the Center Pivot Irrigation Systems such that it measures all flow leaving the well regardless of which pivot. Flow meter shall be installed at or adjacent to the well. Meter shall not be installed on the pivots. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____
1.5	Lump Sum – Proper Land Grading of potential problem areas to eliminate ponding, runoff, etc. during rain events and when pivot is in use. _____ Dollars and _____ Cents	\$ <u>XXXXXXXXXXXX</u>	\$ _____

1.6	<p>Lump Sum – Clearing of debris and vegetation within a radius of 30 feet from the well entrances of well #2 (UV00461-002) which will be used for pivot system operation and non-used wells [#1 (UV00461-003) and #3(UV0046-001)] on property. Any debris that cannot be properly discarded will be stockpiled approximately 10 feet from the well site.</p> <p>_____ Dollars and _____ Cents</p>	<p>\$ <u>XXXXXXXXXXXX</u></p>	<p>\$ _____</p>
1.7	<p>Lump Sum – Repair or removal and replacement of cracked concrete slab (4 feet by 4 feet by 6 inches thick) around well # 3 (UV00461-001) hole entrance.</p> <p>_____ Dollars and _____ Cents</p>	<p>\$ <u>XXXXXXXXXXXX</u></p>	<p>\$ _____</p>
1.8	<p>Lump Sum – Installation of a proper electric motor sufficient to ensure proper flows and pressures needed for the alternating operation of the Center Pivot Irrigation Systems.</p> <p>_____ Dollars and _____ Cents</p>	<p>\$ <u>XXXXXXXXXXXX</u></p>	<p>\$ _____</p>
1.9	<p>Lump Sum – Replacement of the Existing Pump, Column, & Gear Box with new Equipment sufficient to ensure proper flow and pressures needed for the alternating operation of the Center Pivot Irrigation Systems.</p> <p>_____ Dollars and _____ Cents</p>	<p>\$ <u>XXXXXXXXXXXX</u></p>	<p>\$ _____</p>
2.0	<p>Lump Sum – Removal & Disposal of Trees, Brush, Roots and Fences as necessary for unobstructed travel of the center pivot irrigation system and the installation of the conveyance piping and power supply.</p> <p>_____ Dollars and _____ Cents</p>	<p>\$ <u>XXXXXXXXXXXX</u></p>	<p>\$ _____</p>

2.1	Lump Sum – Supply, install, and arrange connection of all electric service to system that is capable of supporting the functions of a chemigation pump and all necessary functions associated with the center pivot irrigation system. _____ Dollars and _____ Cents	\$ XXXXXXXXXXXXX	\$ _____
BASE BID SUBTOTAL Pratt Farm (Total of Line Items 1.1 through 2.1)			\$ _____

Total in Figures

A. SubTotal Base Bid Amounts (Total Parts 1 through 4)	\$ _____
B. Mobilization and Demobilization including project move-in and move-out of personnel, equipment, and Site Restoration for all four farms.	\$ _____

Mobilization lump sum bid shall be limited to a maximum 10% of the Sub-total Based Bid Amount. The Sub-total Based Bid Amount is the amount in Line Item **A**, and is defined as all bid items excluding Line Item **B**, Mobilization, Demobilization, and Site Restoration.

TOTAL BID AMOUNT	\$ _____
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BIDDER'S SIGNATURE & TITLE

FIRM'S NAME (TYPE OR PRINT)

FIRM'S ADDRESS

FIRM'S PHONE NO. / FAX NO.

The Contractor herein acknowledges receipt of the following:
 Addendum Nos. _____

OWNER RESERVES THE RIGHT TO ACCEPT THE OVERALL MOST RESPONSIBLE BID.

The bidder offers to construct the Project in accordance with the Contract Documents for the contract price, and to complete the Project with 90 consecutive calendar days after the start date, as set forth in the Authorization to Proceed. **The bidder understands and accepts the provisions of the contract Documents relating to liquidated damages of the project if not completed on time.**

Complete the additional requirements of the Proposal which are included on the following pages.

PROPOSAL (Continued)

Accompanying this proposal is a Bid Bond or Certified or Cashier's Check on a State or National Bank payable to the Order of the San Antonio Water System for _____ dollars (\$_____), which amount represents five percent (5%) of the total bid price. Said bond or check is to be returned to the bidder unless the proposal is accepted and the bidder fails to execute and file a contract within 10 calendar days after the award of the Contract, in which case the check shall become the property of said San Antonio Water System, and shall be considered as payment for damages due to delay and other inconveniences suffered by said San Antonio Water System due to the failure of the bidder to execute the contract. The San Antonio Water System reserves the right to reject any and all bids.

It is anticipated that the Owner will act on this proposal within 60 calendar days after the bid opening. Upon acceptance and award of the contract to the undersigned by the Owner, the undersigned shall execute standard San Antonio Water System Contract Documents and make Performance and Payment Bonds for the full amount of the contract within 10 calendar days after the award of the Contract to secure proper compliance with the terms and provisions of the contract, to insure and guarantee the work until final completion and acceptance, and the guarantee period stipulated, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

It is anticipated that the Owner will provide written Authorization to Proceed within 30 days after the award of the Contract.

The Contractor hereby agrees to commence work under this Contract within seven (7) calendar days after issuance by the SAWS of the written Authorization to Proceed. Under no circumstances shall the work commence prior to Contractor's receipt of SAWS issued, written Authorization to Proceed.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

In completing the work contained in this proposal the undersigned certifies that bidder's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin and that the bidder will affirmatively cooperate in the implementation of these policies and practices.

Signed:

Company Representative

Company Name

Address

Please return bidder's check to:

Company Name

Address



GOOD FAITH EFFORT PLAN FOR CONSTRUCTION SUB-CONTRACTS

FOR

NAME OF PROJECT: _____

SECTION A - CONTRACTOR INFORMATION:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone: _____

Email Address: _____ Fax: _____

Is your firm Certified: Yes _____ No: _____ If certified, Certification Number: _____

Type of Certification: _____ AABE _____ DIBE _____ MBE _____ WBE
 _____ SBE _____ VBE _____ HUB _____ DBE

1. List ALL SUBCONTRACTORS/SUPPLIERS that will be utilized on this project/contract.

Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	Estimated Contract Amount on this Project	If Firm is Certified, Provide Certification Number and attach copy of Certification Affidavit
1.			
2.			
3.			
4.			
5.			
6.			

SECTION B. – SMWB COMMITMENTS

The SMWB goal on this project is 17%

1. The undersigned contractor has satisfied the requirements of the BID specification in the following manner (please check the appropriate space):

_____ The contractor is committed to a minimum of ____ % SMWB utilization on this contract.

_____ The contractor (if unable to meet the SMWB goal of ____%) is committed to a minimum of _____% SMWB utilization on this contract. *(If contractor/consultant is unable to meet the goal, please fill out Section C and submit documentation demonstrating good faith efforts).*

2. Name and phone number of person appointed to coordinate and administer the SMWB requirements on this project.

Name: _____

Title: _____

Phone Number: _____

IF THE SMWB GOAL WAS MET, PROCEED TO AFFIRMATION AND SIGN THE GFEP. IF GOAL WAS NOT MET, PROCEED TO SECTION C.

During the term of the contract, the contractor must report the actual payments to all the SMWB subcontractors on a monthly basis, on the “Subcontractor Report Form” or in other specified time intervals and format prescribed by the SAWS. Any unjustified failure to comply with the levels of SMWB participation identified in the bid and affirmed in the Good Faith Effort Plan shall be considered a material breach of contract. The SAWS reserves the right, at any time during the term of the contract to request additional information, documentation or verification of payments made to subcontractors in connection with the contract. Verification of amounts being reported may take the form of requesting copies of canceled checks paid to SMWB participants and/or confirmation inquiries directly to the SMWB participants. Proof of payments, such as copies of canceled checks must properly identify the project name or project number to substantiate SMWB payment for this project.

The completed Subcontractor Report Forms should be mailed to:

San Antonio Water System
SMWB Program
2800 U. S. Hwy 281 N., Suite 171
San Antonio, TX 78212

SECTION C – GOOD FAITH EFFORTS (Fill out only, if the SMWB goal was not achieved).

- List all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for the contract by choice of the contractor, subcontractor, or supplier. Written notices to firms contacted by the contractor for specific scopes of work identified for subcontracting/supply opportunities must be provided to subcontractor/supplier not less than five (5) business days prior to bid/proposal due date. The following information is required for all firms that were contacted of subcontracting/supply opportunities.

Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	Is Firm SMWB Certified?	Date Written Notice was Sent & Method (Fax, Letter, E-Mail, etc.)	Reason Agreement was not reached?
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

(Use additional sheets as needed)

In order to verify a contractor's good faith efforts, please provide to SAWS copies of the written notices to all firms contacted by the contractor for specific scopes of work identified in relation to the subcontracting/supply opportunities in the above named project. Copies of said notices must be provided to the Business Development Liaison with five (5) business days after the bid is due. Such notices shall include information on the plans, specifications, and scope of work.

- Did you attend the pre proposal conference scheduled for this project? Yes No
- List all SMWB listings or directories, contractor associations, and/or any other associations utilized to solicit SMWB Subcontractors/suppliers.

- Discuss efforts made to define additional elements of the work proposed to be performed by SMWBs in order to increase the likelihood of achieving the goal:

5. Indicate advertisement mediums used for soliciting bids from SMWBs. (Please attach a copy of the advertisement(s):

AFFIRMATION

I hereby affirm that the above information is true and complete to the best of my knowledge. I further understand and agree that, this document shall be attached thereto and become a binding part of the contract.

Name and Title of Authorized Official:

Name: _____

Title: _____

Signature: _____ Date: _____

NOTE:

This Good Faith Effort Plan is reviewed by SAWS SMWB Development Officer. For questions and/or clarifications, please contact Program Manager at (210) 233-3420. If the SMWB goal was not met, the Business Development Officer will evaluate the "good faith efforts" of a firm. The Good Faith Effort Plan must be approved prior to award of the contract.

Recommendation: Approval: _____ Denial: _____

Signature of Business Development Officer: _____

Date: _____

For Reference Only Not Acceptable For Bidding

SUBCONTRACTOR/CONSULTANT REPORT

San Antonio Water System 2800 U. S. Hwy. 281 North San Antonio, Texas, 78212		1) Invoice No.	2) Job Name/Reporting Period From: To:	
Instructions: All prime contractors are required to complete and submit this report until final payment of the contract. To complete this report, see detailed instructions on reverse side. If you have any questions, please contact SMWB Program Manager at 210-233-3420.				
3) SAWS Job Number	4) Type of Contract <input type="checkbox"/> Construction Service <input type="checkbox"/> Professional	5) Contractor's/Consultant's Business Name, Address, and Telephone Number		
6) Date of Contract Award	7) Scheduled Date of Completion	8) Original Contract Amount	9) Current Contract Amount (Including Change Orders/Additional Addendums)	
10) Total Contract Amount Rec'd to Date	11) Total Contract Amount Owed	12) Proposed Participation SBE _____% WBE _____% MBE _____%	13) Instructions for calculation of SMWB Percentage: Total dollar amount paid to SMWB divided by total dollar amount received by Contractor from SAWS.	
14) Name, Address, 19) Subcontract & Phone Number of Dollars consultant Awarded	20) Subcontract Amount Paid WBE to Date	15) SBE/ 21) Subcontract MBE/ % Paid Work to Date	18) Description of Subcontract Subcontractor/Sub	
Company's Official Signature and Title		Date Signed	Name & Title of Individual Completing Report	

Revised 3/3/09

CONFLICT OF INTEREST QUESTIONNAIRE NOTE:

“Effective January 1, 2006, Chapter 176 of the Texas local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with SAWS shall file a completed conflict of interest questionnaire with the SAWS Manager of Contract Administration no later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with SAWS; or (2) submits to SAWS an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with SAWS. The Conflict of Business questionnaire is attached on the following page and is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed Conflict of Interest questionnaires should be included with your bid or may be delivered by hand, within 7 business days of the bid opening, to the Manager of Contract Administration. If mailing a completed Conflict of Interest questionnaire, mail to: David Gonzales, Manager, Contract Administration, 2800 U.S. Hwy 281 North, San Antonio, TX 78212. If delivering a completed Conflict of Interest questionnaire, deliver to Contract Administration, Tower 2, 1st Floor, Room 171, 2800 U.S. Hwy 281 North, San Antonio, TX 78212. Please consult your own legal advisor if you have questions regarding the statute or form.”

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date