



*Since 1935*

Nueces River Authority  
539 S. Hwy 83 Uvalde, Texas 78801

**BIDDING DOCUMENT**  
**INVITATION FOR BIDDING**  
**NUECES RIVER AUTHORITY**  
**CONTRACT FOR THE**  
**APPLICATION OF HERBICIDE TO CONTROL ARUNDO**  
**AND PROVIDE RESTORATION WHERE APPLICABLE**

**April 2024**

**Purchase Request #: 24-006**

## **PROCUREMENT BID DOCUMENTS**

**ADVERTISEMENT FOR BIDS**  
**NUECES RIVER AUTHORITY UVALDE, TX**

**Nueces River Authority** (Buyer) is requesting Bids from contractors to assist with the Annual Arundo Control Project administered by the Texas Parks & Wildlife Department. The successful bidder will serve as a subcontractor to the Nueces River Authority for this project. NRA implements the Arundo control project in the Upper Nueces River Basin and the San Felipe Creek areas. Subcontractors with the ability and/or unmanned aerial vehicles (aka UAVs or drones) to enhance efforts to manage aquatic and riparian invasive species are encouraged to bid; however, all contractors must have the ability to utilize backpack and ATV spraying as part of the project may have areas of hard-to-reach plants, restricted air space, and temporarily downed equipment which would require the need for backpack and ATV spraying. All bidders shall comply with the specifications included in this request for bids.

Bids for this project will be received at the **Nueces River Authority General Offices** located at **539 S. Highway 83 Uvalde, Texas 78801**, until **May 8, 2024**, at **3:00PM** local time. At that time the Bids received will be publicly opened and read.

The Issuing Office for the Bidding Documents is **Nueces River Authority, 539 S. Hwy 83, Uvalde, Texas 78801**. Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office as described herein. Electronic Bidding Documents may be obtained by emailing Lorie Flores at [lflores@nueces-ra.org](mailto:lflores@nueces-ra.org). **Prospective bidder must contact Nueces River Authority directly to be added to the plan holders list, which will be used to issue addendums.** Partial sets of Bidding Documents will not be available from the Issuing Office. Buyer will not be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

This purchase is contingent upon the release of funds from the Texas Parks and Wildlife Department (TPWD). Any contract awarded under this Invitation for Bids is subject to the Trump Administration Executive Order, DOI Order which prohibits the use of unmanned aerial vehicles manufactured in China, Russia, North Korea and Iran.

The Nueces River Authority reserves the right to reject any and all bids. A pre-bid conference for the Project will **not** be held.

**This Advertisement is issued by:**

Buyer: Nueces River Authority

Date: 04/2/24

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# INSTRUCTIONS TO BIDDERS FOR PROCUREMENT CONTRACTS

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# INSTRUCTIONS TO BIDDERS FOR PROCUREMENT CONTRACT

## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below.
- A. *Issuing Office*—The office from which the Procurement Bidding Documents are to be issued and where the bidding procedures are to be administered.

## ARTICLE 2—PROCUREMENT BIDDING DOCUMENTS

- 2.01 Bidder may obtain complete sets of the Procurement Bidding Documents from the [www.civcastusa.com](http://www.civcastusa.com) website. Bidders must obtain a complete set of the Procurement Contract Documents as listed in the Procurement Agreement.
- 2.02 Bidder must use a complete set of the Procurement Bidding Documents in preparing the Bid; the Buyer assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Procurement Bidding Documents.

## ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Buyer may at any time conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder, and after the opening of Bids may require a Bidder to submit documentation of its qualifications, including but not limited to financial data and documentation of previous experience providing goods and services comparable to the specified Goods and Special Services.
- 3.02 Bidder is to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.03 Bidder shall submit a qualifications statement with the Bid to demonstrate Bidder's qualifications to furnish the specified Goods and Special Services.
- A. Bidder shall be licensed to do business in the jurisdictions where the request for bid is located.
- B. Bidder shall have adequate team organization and manpower to execute all requirements of the Contract Documents.
- C. Bidder shall have adequate fabrication/production capacity to comply with the delivery of the Goods to the Point of Destination by the milestone dates specified in the Agreement.
- D. Bidder shall have adequate quality assurance and quality control programs to comply with the product requirements and demonstrate that the Goods comply with the technical specifications of the Contract Documents.
- E. Bidder shall have sufficient technical support methods, availability, and manpower to comply with post-commissioning requirements of the Contract Documents.

- F. Bidder shall have successfully executed Contracts with requirements similar to the Contract proposed for this Purchase.
- H. Bidder shall be capable of furnishing Goods that comply with the specifications as outlined without significant modifications to the design. The Buyer shall make the sole determination whether or not the modifications to the design are significant.

**ARTICLE 4—SITE VISIT; PRE-BID CONFERENCE**

- 4.01 Site Visits will not be scheduled.
- 4.02 A pre-bid conference will not be held for this procurement.

**ARTICLE 5—INTERPRETATIONS AND ADDENDA**

- 5.01 All questions about the meaning or intent of the Procurement Bidding Documents are to be submitted to Buyer in writing: **Electronically to Lorie Flores, Manager of Resource Protection at lflores@nueces-ra.org**

**Interpretations or clarifications considered necessary by Buyer in response to such written questions will be issued by Addenda emailed or delivered to all parties recorded as having received the Procurement Bidding Documents. Questions received less than 7 days prior to the date for opening of Bids will not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Bid and will not be binding or legally effective.**

- 5.02 Addenda may be issued to clarify, correct, or change the Procurement Bidding Documents as deemed advisable by Buyer.

**ARTICLE 6—BID SECURITY** **Article 6 has been waived for this procurement.**

~~6.01 A Bid must be accompanied by Bid security made payable to Buyer in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 5.01 of the General Conditions. Such Bid bond will be issued in the form included in the Procurement Bidding Documents.~~

~~6.02 The Bid security of the apparent Successful Bidder will be retained until Buyer (Project Buyer) awards the Procurement Contract to such Bidder, and such Bidder has executed the Procurement Contract, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Procurement Contract and furnish the required contract security within 15 days after the Notice of Award, Buyer (Project Buyer) may consider Bidder to be in default and annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Buyer's damages in the case of a damages form bond. Such forfeiture will be Buyer's exclusive remedy if Bidder defaults.~~

~~6.03 The Bid security of other Bidders that Buyer believes to have a reasonable chance of receiving the award may be retained by Buyer until the earlier of 7 days after the Effective Date of the~~

~~Procurement Contract or 121 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.~~

~~6.04 — Bid security of other Bidders that Buyer believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.~~

#### **ARTICLE 7—PROCUREMENT CONTRACT TIMES**

7.01 See applicable provisions in the Procurement Agreement.

#### **ARTICLE 8—LIQUIDATED DAMAGES Article 8 has been waived for this procurement.**

~~8.01 — Any provisions for liquidated damages, such as those for Seller's failure to attain a specified Milestone such as the delivery of the Goods, are set forth in the Procurement Agreement.~~

#### **ARTICLE 9—CONFIDENTIALITY OF BID INFORMATION**

9.01 Confidential information is information in the Bid, or in documents submitted by Bidder with the Bid or submitted subsequent to the opening of Bids in support of the Bid, that Bidder clearly and prominently labels in writing to be a trade secret, proprietary, or confidential. Bids will be opened and accompanying documents, if any, will be maintained in a manner that endeavors to avoid disclosing confidential information to third parties, to the extent allowed by Laws and Regulations.

9.02 Bidder shall clearly and prominently mark confidential information with the word "CONFIDENTIAL" on each page or sheet or on the cover of bound documents.

9.03 If Buyer is requested to disclose confidential information, becomes legally compelled to disclose confidential information, or is required by a regulatory body, governing agency, or controlling authority to disclose confidential information, or make any other disclosure that is prohibited or otherwise constrained by these Procurement Bidding Requirements, Buyer will provide Bidder with prompt notice so Bidder may seek a protective order or other appropriate remedy.

9.04 Buyer's obligations with respect to confidential information are nullified by the following exceptions:

- A. Confidential information becomes a part of the public domain through publication or otherwise, through no fault of the Buyer;
- B. Buyer is required to disclose the confidential information by court order or by applicable Laws and Regulations.

9.05 Notwithstanding any other provision of the Procurement Bidding Documents, it is stipulated and agreed that by accepting a Bid, Buyer has not and does not waive its legal immunity (if any) from suit or liability.

#### **ARTICLE 10—"OR-EQUAL" ITEMS**

10.01 The Procurement Contract, if awarded, will be based on materials and equipment specified or described in the Procurement Bidding Documents. Bidders may propose "or equal" materials and equipment, which if approved by Buyer will be identified by Addendum. The materials and equipment described in the Procurement Bidding Documents establish a standard of required type, function, and quality to be met by any proposed "or-equal" item. No item of material or

equipment will be considered by Buyer as an "or-equal" unless written request for approval has been submitted by Bidder and has been received by Buyer no later than 15 days after the advertisement or invitation to bid is first issued. Each such request shall conform to the requirements of Paragraph 7.04 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Buyer's decision of approval or disapproval of a proposed item as an equal will be final. Bidders shall not rely upon approvals unless set forth in an Addendum. Send requests to **the Buyer electronically at the following email address: lflores@nueces-ra.org.**

#### **ARTICLE 11—PREPARATION OF BID**

- 11.01 The Bid Form is included with the Procurement Bidding Documents. Additional copies of Procurement Bidding Documents may be obtained from the Issuing Office.
- 11.02 All blanks on the Bid Form must be completed and the Bid Form must be signed by an individual authorized to act on behalf of the Bidder. Alterations must be initialed by an individual authorized to act on behalf of the Bidder. A Bid price must be indicated for each item in the Bid Form. In the case of optional alternates, the words "No Bid" may be entered.
- 11.03 Bidder must acknowledge all Addenda by filling in the number and date of each Addendum in the Bid Form and sign where indicated to verify that the Addenda were received. A Bid that does not acknowledge receipt of all Addenda may be considered non-responsive.
- 11.04 Bidder shall:
  - A. Sign the Bid Form as indicated in the Bid Form. All names must be typed or printed in ink below the signature.
  - B. Include evidence of authority to sign.
  - C. Provide information such as postal address, e-mail address, and telephone number on the individual to be contacted for any communications regarding the Bid.
- 11.05 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 11.06 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 11.07 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 11.08 A Bid by an individual shall show the Bidder's name and official address.
- 11.09 A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 11.10 The responsibilities of each Bidder submitting a Bid are described in the Bidder's representations and certifications set forth in Article 6 of the Bid Form.
- 11.11 The Buyer shall not, under any circumstances, be responsible for any costs incurred by the Bidder



in the preparation of its Bid.

## **ARTICLE 12—BASIS OF BID; COMPARISON OF BIDS**

### **12.01 *Base Bid with Alternates***

- A. The “Base Bid” is the sum stated in the Bid for which the Bidder offers to furnish the Goods and Special Services described in the Procurement Bidding Documents as the base, to which work may be added for sums stated in Alternate Bids. An “Alternate Bid” (or Alternate) is an amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the Goods and Special Services, as described in the Procurement Bidding Documents, is accepted.
- B. As set forth in the Bid Form, Bidder shall enter an amount for the Base Bid, and enter a separate amount for each Alternate Bid described in the Procurement Bidding Documents.
- C. The apparent low Bid will be determined on the basis of the total amount of the Base Bid, plus (in the order listed on the Bid Form) the Alternate Bids providing the most features within the funds determined by the Buyer to be available. If the addition of another Alternate Bid item listed in the Bid Form would make the total amount exceed the available funds, it will be skipped and the next subsequent Alternate Bid in a lower amount will be added, provided the total amount does not exceed the available funds.
- D. Award will be made to the responsible Bidder that provides the lowest Bid amount for any combination of Base Bid plus selected additive Alternate Bids which Buyer determines provides the most beneficial combination of alternatives within the funds available.

### **12.02 *Unit Prices***

- A. Bidder shall enter the unit price Bid for each unit price line item on the Bid Form and enter the product of the unit price times the estimated quantity for that line item. Bidder shall enter the total of products of unit price and estimated quantity for each unit price line item in the space provided to the total on the Bid Form.
- B. The apparent low Bid will be determined on the basis of the total of products of unit price and estimated quantity for each unit price line item.
- C. Discrepancies between the indicated figures and the arithmetically correct sum will be resolved in favor of the arithmetically correct sum.

### **12.03 *Lump Sum and Unit Prices***

- A. The Bid Form contains both a Lump Sum Bid Price and a total of the products of unit price and estimated quantity for each unit price line item.
- B. The apparent low Bid will be determined on the basis of the sum of the Lump Sum Bid Price plus the total of the products of unit price and estimated quantity for each unit price line item.

### **12.04 *Buyer’s Contingency Allowance***

- A. If Buyer has stipulated a Buyer’s Contingency Allowance in the Bid Form, such Buyer’s Contingency Allowance is the same for all Bidders and is not a factor in determining the apparent low Bid.

#### **ARTICLE 13—SUBMITTAL OF BID**

- 13.01 Bidder shall refer to the **advertisement** for specific identification of the date, time, and place where Bids are to be submitted.
- 13.02 Bidder must submit one separate unbound copy of the completed Bid Form, and, if required, the Bid Security and the other documents required to be submitted under the terms of Article 4 of the Bid Form.
- 13.03 A Bid must be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid. Submit the Bid in an envelope plainly marked with the Purchase title (and, if applicable, the designated portion of the Purchase for which the Bid is submitted) and the name and address of Bidder. Enclose the Bid security and other documents required to be submitted with the Bid as listed in the Bid Form. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED."

#### **ARTICLE 14—MODIFICATION OR WITHDRAWAL OF BID**

- 14.01 A Bid may be modified or withdrawn by a document duly signed in the same manner that a Bid must be signed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 14.02 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Goods and Special Services are rebid, that Bidder will be disqualified from further bidding on the Goods and Special Services.

#### **ARTICLE 15—OPENING OF BIDS**

- 15.01 Bids will be publicly opened at the time and place indicated in the advertisement or invitation to bid and read aloud, unless obviously non-responsive. An abstract of the amounts of the Base Bids and Alternate Bids, if any, will be made available to Bidders after Bids have been opened and reviewed by the Buyer.

#### **ARTICLE 16—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 16.01 All Bids will remain subject to acceptance for the period of 45 days, but Buyer may, in its sole discretion, release any Bid prior to the end of this period.

#### **ARTICLE 17—EVALUATION OF BIDS AND AWARD OF PROCUREMENT CONTRACT**

- 17.01 Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services. Buyer may

also reject the Bid of any Bidder if Buyer believes that it would not be in the best interest of the Project to make an award to that Bidder. The buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services, and to negotiate contract terms with the Successful Bidder.

- 17.02 Buyer will reject the Bid of any Bidder that Buyer finds, after reasonable inquiry and evaluation, to not be responsible.
- 17.03 More than one Bid for the same Goods and Special Services from an individual or entity under the same or different names will not be considered.
- 17.04 In evaluating Bids, Buyer will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or may be requested from Bidders prior to a Notice of Award.
- 17.05 If the Contract is to be awarded, Buyer will award to the responsible Bidder submitting the lowest responsive Bid.

#### **ARTICLE 18—BONDS AND INSURANCE**

- 18.01 Article 5 of the General Conditions and Article 5 of the Supplementary Conditions set forth Buyer's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the signed Procurement Agreement to Buyer, it must be accompanied by such bonds and acceptable evidence of insurance.

#### **ARTICLE 19—SIGNING OF PROCUREMENT AGREEMENT**

- 19.01 When Buyer issues a Notice of Award to the Successful Bidder, it will be accompanied by the unsigned counterparts of the Procurement Agreement along with the other Procurement Contract Documents identified in the Procurement Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Procurement Agreement and any bonds and insurance documentation required to be delivered by the Procurement Contract Documents to Buyer. Within 10 days thereafter, Buyer will deliver one fully executed counterpart of the Procurement Agreement to Successful Bidder, together with printed and electronic copies of the Procurement Contract Documents as stated in Paragraph 2.02 of the General Conditions.
- 19.02 Funding for this project is by the Texas Water Development Board (TWDB). The award and administration of this Contract is subject to TWDB approval and General Conditions. All Contractor and Subcontractor wages shall be subject to Davis-Bacon prevailing wage requirements and monthly certificates of compliance.

#### **ARTICLE 20—SALES AND USE TAXES**

- 20.01 Buyer is exempt from Texas state sales and use taxes on materials and equipment to be incorporated in the Procurement. Exempt taxes must not be included in the Bid. Refer to P-800, Paragraph SC-7.05 for additional information.

#### **ARTICLE 21—PROCUREMENT CONTRACT TO BE ASSIGNED Not Applicable to this Procurement.**

## ARTICLE 22—TEXAS WATER DEVELOPMENT BOARD REQUIREMENTS

- 22.01 This contract is contingent upon release of funds from the Texas Parks & Wildlife Department (TPWD). Any contract or contracts awarded under this Invitation for Bids is/are expected to be funded by a grant from the TWPD. Neither the state of Texas, nor any of its departments, agencies, or employees are or will be a party to this Invitation for Bids or any resulting contract.
- 22.02 ~~Each bidder shall furnish a bid guarantee equivalent to five percent of the bid price (Water Code §17.183). If a bid bond is provided, the Contractor shall utilize a surety company which is authorized to do business in Texas in accordance with Surety Bonds and Related Instruments, Chapter 3503 of the Insurance Code.~~
- 22.03 A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located. A non-resident bidder is a Contractor whose corporate offices or principal place of business is outside of the state of Texas (Source: Texas Government Code, Chapter 2252, Subchapter A, Nonresident Bidders, §2252.002). The bidder will complete form TWDB-0459, Vendor Compliance with Reciprocity on Non-Resident Bidders, which must be submitted with the bid.
- 22.04 Any contracts(s) awarded under this Invitation for Bids is/are subject to the Executive Order 13981 of January 18, 2021, Protecting the United States From Certain Unmanned Aircraft Systems and The Secretary Of The Interior's Order No. 3 3 7 9, Protecting the United States From Certain Unmanned Aircraft Systems.

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## **ARTICLE 23 - BID FORM FOR PROCUREMENT CONTRACT**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### **ARTICLE 23.01—BUYER AND BIDDER**

This Bid is submitted to:

**Nueces River Authority  
539 S. Hwy. 83  
Uvalde, Texas 78801  
Attention: John J. Byrum II, Executive Director**

The undersigned Bidder proposes and agrees, to hold pricing firm for 45 calendar days from the date of bid opening; if this Bid is accepted, to enter into a Procurement Contract with Buyer in the form included in the Procurement Bidding Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Procurement Bidding Documents.

### **ARTICLE 23.02—BASIS OF BID**

#### *Unit Price Bids*

- A. Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the Unit Price(s) outlined in the Bid Sheet. Bidders will furnish prices for all bid items. Please be aware that drone usage may not be feasible in all areas where Arundo Donax exists, therefore the Nueces River Authority reserves the right to award a contract using a combination of any and all bid items.

(Please see Bid Sheet on Next Page)

## Bid Sheet

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Furnish team equipped with Drone to spray Arundo Donax as specified (includes, labor, equipment, herbicide, travel to and from jobsites within the upper Nueces Basin, and all other requirements as specified herein)	EA	25 Days	\$	\$
2	Furnish 4-person team with spray rig for manual application of herbicide to eradicate Arundo Donaz (includes labor, equipment, herbicide, travel to and from jobsites within the upper Nueces Basin, and all other requirements as specified herein.)	EA	25 Days	\$	\$
3	Furnish 4- person team with Drone to spray Arundo Donaz as specified (includes labor, equipment herbicide to travel to and from jobsites within the San Felipe River Basin and all other requirements as specified herein.)	EA	19	\$	\$
4	Furnish 4-person team with spray rig for manual application of herbicide to eradicate Arundo Donaz as specified (includes labor, equipment herbicide, travel to and from jobsites within the San Felipe River Basin ((Del Rio Area)) and all other requirements as specified herein.)	EA	19	\$	\$
<b>Total Bid Price</b>					

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Procurement Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item. Bidder will be paid by check upon delivery of product.

**ARTICLE 23.03—TIME OF COMPLETION**

Bidder agrees that the furnishing of Goods and Special Services will conform to the following schedule of Procurement Contract Times.

Request for Bids Released: April 2, 2024  
Questions from Bidders: April 10, 2024 @ 5:00pm  
Response to Questions: April 17, 2024 @ 5:00pm  
Bids Due: May 8, 2024 @ 3:00pm

**ARTICLE 23.04—ATTACHMENTS TO THIS BID**

The following documents are attached to and made a condition of this Bid:

- ~~A. Required Bid security in the form prescribed in the Instructions to Bidders.~~
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.

**ARTICLE 23.05—BIDDER’S ACKNOWLEDGMENTS**

Bidder accepts all terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Buyer.

Bidder has examined and carefully studied the Procurement Bidding Documents, the related data identified in the Procurement Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date

**ARTICLE 23.06—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

*Bidder’s Representations*

- A. In submitting this Bid, Bidder represents that:
  - 1. Bidder has examined and carefully studied the Procurement Contract Documents.
  - 2. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller’s obligations under the Procurement Contract.
  - 3. Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance of Seller’s obligations under the Procurement Contract.
  - 4. Bidder has given Buyer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Contract Documents, and

the written resolution (if any) thereof by Engineer is acceptable to Bidder.

5. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
6. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Requirements, that without exception the Bid (including all Bid prices) is premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

*Bidder's Certifications*

B. Bidder certifies that:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Procurement Contract. For the purposes of this Paragraph 6.02.A.4:
  - a. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition.
  - c. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.



This Bid is offered by:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Date:

\_\_\_\_\_  
*(date signed)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

*(If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

\_\_\_\_\_  
*(individual's signature)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Designated Representative:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone:

Email:

License No.:

Classification:

Limitation:

## COMPLIANCE TO STATE LAW ON NON-RESIDENT BIDDERS

Texas Government Code Chapter 2252 applies to the award of government contract to non-resident bidders. This chapter provides that:

1. "a government entity may not award a governmental contract to a non-resident bidder unless the non-resident underbids the lower bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located."
2. "Non-resident bidder" refers to a person who is not a resident of Texas.
3. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder:

- Bidder (includes parent company or majority owner) qualifies as a resident bidder whose principal place of business is in the state of Texas.
- Bidder qualifies as a non-resident bidder whose principal place of business or residency is in the state of: \_\_\_\_\_

Any determination of state bidder preference law is based on the Texas Comptroller's annual summary of other state bidder preference laws.

Bidder: \_\_\_\_\_  
(typed or printed name of organization)

Signature: \_\_\_\_\_  
(individual's signature)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Business Address:

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Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*(Attach evidence of authority to sign if Bidder is a corporation, partnership, or a joint venture.)*

**COMPLIANCE TO STATE SALES TAX CODE CERTIFICATION**

Comply with all applicable sales, excise, and use tax requirements of the Texas Tax Code. The Bidder hereby certifies that the Contract Price is divided as follows:

Tax exempt products, materials, and services (See Notes 1 and 2): \$ \_\_\_\_\_

Taxable products, materials, and services (See Note 3): \$ \_\_\_\_\_

Total (See Note 4): \$ \_\_\_\_\_

Bidder: \_\_\_\_\_  
*(typed or printed name of organization)*

Signature: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Business Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*(Attach evidence of authority to sign if Bidder is a corporation, partnership, or a joint venture.)*

Notes:

1. Exempt products and materials are those items purchased for the Project which are physically incorporated into the facilities constructed for the Owner or are necessary and essential for providing Goods and Special Services and are completely consumed for the Project. For purposes of this definition, products and materials are completely consumed if after being used once for its intended purpose it is used up or destroyed. Products and materials rented or leased for use in providing Goods and Special Services cannot be completely consumed for the purposes of this definition.
2. Exempt services are those services performed at the Site where the Procurement Contract expressly requires the specific service to be provided or purchased by the person performing the service is integral to providing Goods and Special Services.
3. Products, materials, and services are not tax exempt if they are used by the Bidder but are not physically incorporated into the Owner's facilities or are not consumed by construction or installation as defined above. Machinery or equipment and its accessories and repair and replacement parts used in providing Goods and Special Services are not exempt.
4. The total sum of the amount for tax exempt and taxable products, materials, and services must equal the Contract Price.

**END OF SECTION**

**NON-COLLUSION CERTIFICATION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Owner Name: \_\_\_\_\_

Owner Address:  
\_\_\_\_\_  
\_\_\_\_\_

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Bidder certifies that it has not been a party to any collusion among Bidders in the restraint of freedom of competition by agreement to submit a Bid or Proposal at a fixed price or to refrain from submitting a Bid or Proposal; or with any official or employee of the Owner as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders and any official of the Owner concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Bidder: \_\_\_\_\_  
*(typed or printed name of organization)*

Signature: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Business Address:

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Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*(Attach evidence of authority to sign if Bidder is a corporation, partnership, or a joint venture.)*

**END OF SECTION**



**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

**OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5** Check only if there is NO Interested Party.



**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

**END OF SECTION**

**ARTICLE 24 - PROCUREMENT SPECIFICATIONS**

## Specifications for:

### Overview: Scope of Work for the San Felipe Creek Arundo donax Control and Riparian Restoration

**PROJECT AREA.** The project goal is the eradication of Arundo donax along the Nueces River, Leona, Frio, Dry Frio, Sabinal, Turkey Creek, and San Felipe Creeks.

**METHODS - Kill.** The treatment method includes backpack, motorized sprayers and the use of unmanned aerial vehicles (drones) to for the application of a 1% solution of the systemic herbicide 1-Iabitat™ containing the plant amino acid blocker *Imazapyr* under the direction of a licensed, approved applicator with aquatic certification. 1/2 % Methylated Seed Oil is used as a surfactant, and both chemicals are mixed with water. Habitat™ is approved for aquatic environments and is labeled as having no effect on animal species and non-toxic to birds, mammals, honeybees, earthworms, fish, algae, and aquatic invertebrates. Contractors shall utilize upmost care to avoid impacts to non-target plants. Participating riparian landowners will authorize the treatment and acknowledge their understanding of the risk to non-target vegetation. Through this agreement 44 days of herbicide application will be conducted in the project areas.

**Pull.** In addition to *the* herbicide treatments, when young Arundo sprouts are encountered, they need to be physically removed using a carefully tried technique of prying with a toolbar to avoid spreading root fragments. Plant fragments are placed on high barren impervious surfaces and treated sprayed with herbicide.

**Plant:** Restoring native riparian plant communities is an important final goal of the restoration effort. As Arundo colonies die, the treated plants cannot be removed without risk of stimulating a re-growth of Arundo. These dead clumps, rich in trapped river sediments and protected by brittle pointy stalks offer an ideal nursery environment for young riparian grasses and trees.

NRA proposes to work with the successfully awarded subcontractor to further reduce the Giant Cane (Arundo donax) in the areas specified in the target areas of the Upper Nueces River Basin and San Felipe Creek by conducting an aerial survey of the target area. The Authority will provide GPS coordinates of areas where Arundo Donax exist. GPS station information identifying areas where Arundo existing within the target area. The licensed subcontractor will apply the 1% solution of the systemic herbicide to the plants in that area using an application method that best suits that particular area adhering to the following specifications.

#### Specifications Section 1

- 1.1) The application of the treatment must be conducted under the direction of a licensed approved applicator with aquatic certification.
- 1.2) Younger smaller Arundo plants shall be pulled and physically removed using a technique that avoids the spreading of root fragments. The removed plants are then placed on high barren impervious surface and sprayed with herbicide.

- 1.3 The treatment will be conducted along the length of the creeks with the cooperation and under the close supervision of personnel of the NRA using the EPA wetlands approved herbicide.
- 1.4 NRA will revisit the upper reaches of the creek treated previously to assure the previous eradication Efforts resulted in eradication and treat any plant found in those previously treated areas.

## **Section 2:**

### **Specifications relating to the operation and capabilities of drones used in this project:**

- 2.1) Drones shall be capable of spraying horizontally as well as vertically to treat foliage on the underside of plants.
- 2.2) Drones shall be capable of dispersing a small droplet spray. Arundo requires the smaller droplet type treatment to kill the plant.
- 2.3) To avoid the risk of drift, the drone shall **not** be operated when wind conditions are greater than 10mph.
- 2.4) Subcontractor shall submit an Emergency Response Plan for an emergency event such as a downed drone and/or wildfire.
- 2.5) Drone Pilot shall maintain line of site with the drone at all times.
- 2.6) Drone Pilot shall adhere and comply with all guidance related to restricted air spaces at all times.
- 2.7) Subcontractor must demonstrate compliance with all relevant federal regulations, including 14 CFR Part 137: [https://www.faa.gov/uas/advanced\\_operation/dispensing\\_chemicals](https://www.faa.gov/uas/advanced_operation/dispensing_chemicals)
- 2.8) Subcontractor shall demonstrate compliance with Part 107: [https://www.faa.gov/uas/commercial\\_operators](https://www.faa.gov/uas/commercial_operators), by submitting copies of the UAS Pilot licenses and any relevant exceptions, along with the registration number of the drone.

**End of Section**

## Subcontractor Agreement – Arundo Donaz Project

THIS Agreement ("Agreement") is entered into by and between the Nueces River Authority, a political subdivision of the State of Texas created and functioning under Article 16, Section 59, of the Texas Constitution pursuant to Chapter 727, Acts of the 44<sup>th</sup> Legislature of the State of Texas, First Called Session, 1935, ("Authority") and ("Contractor"), effective upon execution by the Executive Director or the Executive Director's designee ("Executive Director").

WHEREAS, Contractor has bid to provide services associated with the Arundo Donaz Project in response to Request for Bid No. 24-006 ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Contractor's bid response are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, Authority and Contractor agree as follows:

1. Scope. Contractor will provide services in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. "Goods," "products," and "supplies," as used in this Agreement, refer to and have the same meaning.
2. Term.
  - (A) The Term of this Agreement begins on the date provided in the Notice to Proceed from the Executive Director of the Authority. The parties may mutually extend the term of this Agreement for up to **f o u r ( 4 )** ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.
  - (B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the Authority prior to expiration of the Term or final Option Period, continue for a period of the final Option Period. The Contractor may opt out of this continuing term by providing notice to the Authority at least 30 days prior to the expiration of the Term or final Option Period. Either Party may terminate the Agreement upon 30 days' written notice to the other Party.
3. Compensation and Payment. This Agreement is for an amount not to exceed \$\_\_\_\_\_, subject to approved extensions and changes. Payment will be made for goods delivered and accepted by the Authority within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term, or any option period may, at the Authority's discretion, be allocated for use in the next Option Period, if applicable. Invoices must be mailed to the following address with a copy provided to the Executive Director: Nueces River Authority Attn: Accounts Payable, 539 S. Hwy 83, Uvalde, Texas 78801.
4. Contract Administrator. The Contract Administrator designated by the Authority is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The Authority's Contract Administrator for this Agreement is as follows:  
Name: John J. Byrum II,  
Executive Director  
Nueces River Authority  
Phone: 830-278-6810  
Email: [jbyrum@nueces-ra.org](mailto:jbyrum@nueces-ra.org)

5. Insurance. Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI") of any policy required by the RFB, as proof of the required insurance coverages. Additionally, the COI must state that the Authority will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The Authority must be named as an additional insured. The Authority's General Counsel must be given copies of all insurance policies within 10 days of the Executive Director's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
6. Purchase Release Order. For multiple-release purchases of products to be provided by the Contractor over a period of time, the Authority will exercise its right to specify time, place, and quantity of products to be delivered by sending to the Contractor a purchase release order signed by an authorized agent of the Authority. The purchase release order must refer to this Agreement, and products will remain with the Contractor until such time as the products are delivered and accepted by the Authority.
7. Inspection and Acceptance. Authority may inspect all products supplied before acceptance. Any products that are delivered but not accepted by the Authority must be corrected or replaced immediately at no charge to the Authority. If immediate correction or replacement at no charge cannot be made by the Contractor, a replacement product may be bought by the Authority on the open market and any costs incurred, including additional costs over the item's bid price, must be paid by the Contractor within 30 days of receipt of Authority's invoice.
8. Warranty.
  - (A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
  - (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
9. Quality/Quantity Adjustments. Any quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the Authority to order or accept more than the Authority's actual requirements nor do the estimates restrict the Authority from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the Authority's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator
10. Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the Authority, which fiscal year ends on August 31st annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the Authority's Board of Director's to determine whether or not to fund this Agreement. The Authority does not represent that this budget item will be adopted, as said determination is within the Board of Director's sole discretion when adopting each budget.
11. Independent Contractor. Contractor will perform the work required by this Agreement as an independent contractor and will furnish such products in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the Authority.
12. Subcontractors. In providing the Goods, Contractor will not enter into subcontracts or utilize the services of subcontractors.
13. Amendments. This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
14. Waiver. No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. Taxes. The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the Executive Director shall be provided proof of payment of these taxes within 15 days of such request.
16. Notice. Any notice required under this Agreement must be given by hand delivery, or certified mail, postage prepaid,

and is deemed received on the day hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO AUTHORITY: Nueces River Authority,  
Attn: John J. Byrum II,  
Title: Executive Director  
Address: 539 Hwy 83 S.  
Uvalde, TX 78801  
Phone: 830-278-6810

IF TO CONTRACTOR: Vendor  
Attn:  
Title:  
Address:  
Phone:

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE NUECES RIVER AUTHORITY AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENCE, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE AUTHORITY'S GENERAL COUNSEL, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.
18. Termination.
  - (A) The Authority may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Authority must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the Authority may terminate this Agreement immediately thereafter.
  - (B) Alternatively, the Authority may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The Authority may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.
19. Owner's Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the Authority pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the Authority.
20. Limitation of Liability. The Authority's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the Authority be liable for incidental, consequential or special damages.
21. Assignment. No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the Executive Director first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the Executive Director's right to withhold consent to such assignment is within the sole discretion of the Executive Director on any ground whatsoever.

22. Severability. Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
23. Order of Precedence. In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
  - A. this Agreement (excluding attachments and exhibits);
  - B. its attachments;
  - C. the bid solicitation document including any addenda (Exhibit 1); then,
  - D. the Contractor’s bid response (Exhibit 2).
24. Certificate of Interested Parties. Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 “Certificate of Interested Parties” as part of this Agreement if required by said statute.
25. Governing Law. Contractor agrees to comply with all federal and State laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Uvalde County, Texas.
26. Public Information Act Requirements. This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the Authority. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
27. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements, and understandings, either oral or written, between the parties.

**CONTRACTOR:**

Signature:

Printed Name:

Title:

Date:

**NUECES RIVER AUTHORITY:**

Signature:

Executive Director

Procurement Date:

Attached and Incorporated by Reference:

Attachment A: Scope of Work

Attachment B: Bid/Pricing Schedule

Attachment C: Insurance Requirements

Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB No. \_\_\_\_\_

Exhibit 2: Contractor’s Bid Response