



City of San Angelo

REQUEST FOR BIDS

RFB WU-03-20 • Water Utilities Department
Water Reclamation Facility • Liquid Polymer

SUBMITTAL DEADLINE : MAY 19, 2020 / 2:00 PM, LOCAL TIME

CITY OF SAN ANGELO • PURCHASING DIVISION • 72 WEST COLLEGE AVENUE • SAN ANGELO, TEXAS 76903



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CITY OF SAN ANGELO, TEXAS
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
325.657.4219 • sapurch@cosatx.us

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1. INVITATION

1.1 General

The City of San Angelo Water Utilities Department (“City”) requests bids for the purchase and delivery of polymer for the belt press dewatering system at the City of San Angelo Water Reclamation Facility. Only chemicals known as organic polymer that are synthetic, high molecular, water-soluble, polyelectrolytes, and manufactured specifically as flocculent for sludge conditioning will be used.

1.2 Confidentiality

All submissions shall remain confidential. After award, submissions will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the bid unless clearly identified as such.

1.3 Document Availability

Bid Documents are available in the Purchasing Division or may be downloaded from the City’s website at www.cosatx.us/bids. To locate the documents on the website, go to:

Bid Information > RFB: WU-03-20 / WRF Liquid Polymer

1.4 Digital Format

If bid specifications are obtained in digital format in order to prepare a response, the response must be submitted in hard copy according to the instructions contained in this bid package. If, in its response, respondents make any changes whatsoever to the published bid specifications, the bid specification **as published** shall control. Furthermore, if an alteration of any kind to the bid specification is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

1.5 Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are detailed within the Special Insurance Rider and/or the draft project agreement included with this solicitation package. Please review the insurance and indemnification requirements with your insurance agent prior to submission.

1.6 Mandatory Pre-Qualification Product Test

Respondents must contact the Department Point of Contact, Sam Sanchez, at 325-655-3129 to schedule testing of their product to be completed between 04/20/2020 and 05/08/2020. Testing is required in order to participate as a qualified respondent for this bid.

1.7 Interpretations

All questions about the meaning or intent of the contract documents, including specifications shall be submitted to the Purchasing Division via email sapurch@cosatx.us or in writing. Please include the RFB Number and Title in the subject line. Questions received after the deadline established for submitting questions/interpretations will not be answered.

Replies will be issued by addenda and posted on the City’s website. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect.

1.8 Required Response

The City requires a response to any Request for Bid (RFB) notifications sent to potential vendors. Should a company choose not to participate, then in order to remain on the City of San Angelo’s potential vendors list, a “No Bid Reply” form must be submitted.

1.9 Deadline and Delivery Location

Sealed RFB submittals must be received no later than **May 19, 2020, 2:00 PM, Local Time**. The time recorded at www.time.gov will serve as the official record of time. Bids received after the bidding deadline, regardless of the mode of delivery, will not be considered.



It is the sole responsibility of the vendor to ensure that the sealed RFB submittal arrives in the Purchasing Office by the specified deadline, regardless of the method chosen by the firm for delivery.

Faxed or electronically submitted bids will not be accepted.

1.10 Copies

Submit: One (1) unbound original (binder clips are acceptable), three (3) bound copies (binders, staples or binder clips are acceptable), and one (1) copy in PDF format on USB Flash Drive of entire submission including required RFB forms. **Please clearly indicate which is the original copy.**

1.11 Delivery Address

City of San Angelo
Purchasing Division, RFB: WU-03-20
72 West College Avenue, Suite 310
San Angelo, Texas 76903

Mark Sealed Envelope: RFB: WU-03-20 / WRF Liquid Polymer

1.12 Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Division will issue addenda addressing the nature of the change and post them on the City's website. Respondents should **acknowledge any addenda and return the form with their bid package**. Respondent is responsible for checking the City's website to determine if any addenda have been issued prior to submitting a bid. Failure to consider all addenda will be at the respondent's risk.

1.13 Award of Contract

The City reserves the right to accept or reject any or all bids, and to waive any informalities or irregularities in the RFB process. The City is an equal opportunity employer.

The City will select the most highly qualified respondent(s) of the requested services based on all evaluation factors and then attempt to negotiate a contract.

1.14 Acceptance of Bid Content

Before submitting a bid, each respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the bid will rely. If the respondent receives an offer because of its bid, failure to have made such investigation and examinations will in no way relieve the respondent from its obligation to comply in every detail with all provisions and requirements.

1.15 Copies of Bid Tabulation

For copies of the Bid Tabulation results, please visit www.cosatx.us/bids.

1.16 Equal Employment Opportunity

Attention of respondents to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color religion, sex, national origin, age, or disability.

1.17 Bid Term

The bid term is outlined in the attached "Draft Contract Cover."



CITY OF SAN ANGELO, TEXAS
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
325.657.4219 • sapurch@cosatx.us

1.18 Points of Contact

Nolan Sosa, Manager

Purchasing Division
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903
sapurch@cosatx.us
(325) 657-4219

Allison Strube, Director

Water Utilities Department
City of San Angelo
301 W. Beauregard Ave.
San Angelo, Texas 76903



2. INSTRUCTIONS TO RESPONDENTS

2.1 Corrections, Additions, or Deletions

Corrections, additions, or deletions to any portion of the invitation will be in the form of written addenda.

2.2 Examination of RFB Documents

Respondents are expected to examine all specifications, drawings, standard provisions, and instructions. Failure to do so will be at the respondent's risk.

2.3 Taxes

All quotations are to be submitted less Federal Excise and State of Texas Sales Taxes. Tax exemption certificates will be provided upon request.

2.4 Specifications

The specifications herein shall be the basis of comparison and where a definite item is specified, it is not the intention to discriminate against any product made by another manufacturer. Rather, the intention is to set a definite standard, style, and function. Respondents are required to quote goods that will meet or exceed the minimum or maximum specification outlined herein.

2.5 Substitutions

It is the intention of the City of San Angelo to purchase products similar or equal to that specified.

Variation from the specification must be noted in Bid by the bidder/respondent. Absence of noted variations will be interpreted to mean that the item quoted is in exact accordance with the specification(s) defined herein. Each bidder, if not bidding on specified goods, is required to furnish with their Bid, a complete detailed description, and specifications of each item up which they are bidding, supported by the manufacturer's catalog, photographs, guarantee, complete name, and any other pertinent information. An "or equal" item must reflect the general appearance, design, dimensions, or color of the item specified. Samples, if required, shall be furnished free of expense to the City. Samples not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with Bidder's name, address, and Bid Number reference. Approval of substitute "or equal" items remains with the City and in all cases is final. In the event an item is not accepted as an "or equal", the City may allow the Respondent to supply the remaining items meeting specifications at the Bid price.

2.6 Materials

The Respondent certifies all materials, parts and equipment supplied or represented in response to this RFB invitation shall be new and unused, unless noted elsewhere.

2.7 Prices

Respondent is to quote its lowest and best price, Free on Board (F.O.B.) destination, freight prepaid on each item to shipping location in San Angelo, Texas unless otherwise specified in the RFB. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may be taken, if earned. Bid must be firm, however if a Respondent believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid. Pricing is to be submitted on units of quantity specified with extended totals; however, in the event of a discrepancy in extension total, the unit prices shall govern and will be binding for the purposes of this RFB. Pricing shall be entered on the Bid Sheet in ink or typewritten.

2.8 Delivery Date

Bid must show the number of calendar days required to place the materials at the place of destination under normal conditions. Failure to specify delivery date or state unrealistically short or long delivery dates may result in the removal of a bid from consideration.



2.9 Default in Delivery

The Respondent must always keep the Department Point of Contact advised as to the status of the delivery, including when a status is requested by the City. When delivery delay can be foreseen, the Respondent shall give prior notice to the administrator of the Contract, who shall have the right to extend the delivery date if reasons for delay are reasonable and acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere and charge any increase in cost and handling to the defaulting Respondent. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

2.10 Delivery Times

Deliveries will be accepted only during Water Production working hours: Monday-Friday 8:00 A.M. to 4:00 P.M., unless prior arrangements have been made. For large orders, twenty-four (24) hours' notice to the Water Utilities Department is required to eliminate delays in delivery.

2.11 Seller to Package Goods

The seller will package goods in accordance with best commercial practices. Each shipping container shall be clearly and permanently marked as follows:

- A. Seller's name and address
- B. Consignee's name and address
- C. Purchase Order number, and the supply agreement number (WU-03-20)
- D. Container number and total number of containers (e.g. "Box 1 of 4")
- E. The number of the container bearing the packing slip. Seller shall pay cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to the requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2.12 Shipment Under Reservation Prohibited

Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.13 Title & Risk of Loss

The title and risk of loss of the goods shall not pass to City until the City receives and takes possession of the goods, if any, at the point or points of delivery.

2.14 Delivery Terms and Transportation Charges

F.O.B. Destination. Freight prepaid unless delivery terms are specified in Seller's Bid, or actual costs, whichever is lower. If the quoted delivery terms do not include transportation costs, the City shall reimburse Contractor for transportation costs in the amount specified in Contractor's Bid, or actual costs, whichever is lower. If transportation costs are based on actual costs, a copy of the freight bill showing actual charges for the shipment must be attached to the invoice. The City shall have the right to designate what method of transportation shall be used to ship the goods. Delivery may be a consideration in the award when shown to be a benefit to the City.

2.15 No Replacement of Defective Tender

Every tender or delivery of goods must fully comply with all provisions of this contract as to the method and place of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and Seller will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify City of his intention to cure and may then make a conforming tender within the contract time.

2.16 Place of Delivery

The place of delivery shall be that set forth in the block of the purchase order entitled "Receiving Agency". The terms of this agreement are "no arrival, no sale."



2.17 Authorized Signature

Bids must show vendor name, address, and be manually signed. The originals must include the copy with the manual signatures. The person signing the bid must have authority to bind their firm in a contract. Any erasures or other changes must be initialed by the person signing the bid.

2.18 Modification or Withdrawal of Bids

Bids **CANNOT** be altered or amended after the closing time. Bids may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Division. A bid may also be withdrawn in person by a respondent or their authorized agent, provided their identity is made known and they sign a receipt for the bid. No bid may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Division.

2.19 Restrictions on Communication

Respondents shall not communicate with: 1) elected City officials, City staff, or contracted agents of the City regarding the RFB from the time the RFB has been released until the contract is posted as a City Council agenda item; and 2) City officials/employees/agents from the time the RFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFB and/or bid submitted by respondent.

Violation of this provision by respondent and/or its agent may lead to disqualification of respondent's bid from consideration and from opportunities to bid on future projects.

Exceptions to the Restrictions on Communication with City employees include:

1. Private (non-business) contacts with the City by the respondent's employees acting in their personal capacity.
2. Casual social contacts that do not include mention of the RFB.
3. Respondents may submit written questions concerning this RFB to the email listed below up to a week prior to submission due date. Questions received after the stated deadline will not be answered. Submission of questions to any other party prior to award may result in the disqualification of a respondent from bidding on this project as well as future projects for the City.

It is required that all questions be sent by email to sapurch@cosatx.us. **Please ensure the RFB Number and Title is in the Subject Line.** Questions submitted and the City's responses will be published in the form of addenda to the City's website at <https://www.cosatx.us>. Respondent is responsible for calling the City or reviewing the website to determine if any addenda have been issued prior to their submittal. Only questions answered by formal addenda will be binding.

1. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, respondents shall not bring lobbyists. All cost associated with interviews will be at the respondents' expense. The City reserves the right to exclude any persons from interviews as it deems in its best interests.
2. Upon completion of the evaluation process, respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process must submit a written request no later than five (5) calendar days from the date the letter was sent. Failure to submit a letter in writing to the Purchasing office prior to the end of the fifth day shall be at the risk of the respondent. The letter will indicate the name and address for submission of requests for review.

City reserves the right to contact any respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons shall not be considered a violation by respondent of this section.



2.20 Disqualification

The respondent may be disqualified for any of the following reasons:

- A. The respondent is involved in any litigation against the City of San Angelo.
- B. The respondent is in arrears on any existing contract or has defaulted on a previous contract with the City.
- C. The response is deemed non-conformant/non-responsive to the criteria/instructions highlighted herein.
- D. The respondent is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency.
- E. The bid is not received by the bid submittal deadline; or,
- F. The bid is not executed by a person authorized to enter into a contract binding on the respondent.

2.21 Reservations

The City expressly reserves the right to accept, reject, or cancel all bids AND:

- A. Waive any defect, irregularity, or informality in any bid or bidding procedure.
- B. Extend the bid closing time and date.
- C. Reissue a bid invitation or RFB.
- D. Procure any item by other means; or,
- E. Increase or decrease the quantity specified, unless the vendor specifies otherwise.

2.22 Acceptance

Acceptance of respondent's qualifications will be in the form of a purchase order and contract. Notice for annual contract agreements will be a notice of award, purchase order, or contract.

2.23 Inspections

No work shall be ordered without a Purchase Order and all invoices must reference the Purchase Order number. City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to vendor by City. Accepting orders without a Purchase Order number shall be at the risk of the vendor.

2.24 Invoices and Payment

Contractor Seller shall submit separate invoices, in duplicate, on each purchase order after or at the time of each delivery. Invoices will bear the name of the firm and will be addressed to the appropriate City Point of Contact, Contract Number (WU-03-20), and must indicate the Purchase Order number. Invoices shall be in itemized format and shall list transportation charges, if any, separately. Payment shall not be due until the above instruments are submitted on or after delivery

Payment may be withheld by City, at the discretion of the City, to vendor until all required documents pertaining to the incurred charges are provided to the authorized City representative.

City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by City.

2.25 Gratuities

The City may, by written notice to the vendor, cancel this contract without liability to vendor if it is determined by the City that gratuities were offered from an agent or representative of the vendor to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by vendor in providing such gratuities.



2.26 Warranty-Price

The price or charge to be paid by the City shall be that contained in Seller's Bid which Seller warrants to be no higher than seller's current prices or charges on orders by others for products or services of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices or charges of the items shall be reduced to the Seller's current prices or charges on orders by others, or in the alternative, reduced to the Seller's current prices on orders by others, or in the alternative, City may cancel this contract without liability to seller for breach or Seller's actual expense.

The Seller 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 Seller for the purpose of securing business. For breach or violation of the warranty, the City 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.

2.27 Warranty-Product

Seller warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by City will be at Seller's expense.

2.28 Safety Warranty

Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions.

2.29 No Warranty by City Against Infringements

As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall City be liable to Seller for indemnification in the event that seller issued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify City to this effect in writing within two weeks after the signing of the agreement. If City does not receive notice and a claim of infringement is made, Seller will indemnify, defend, and hold harmless City, its Council members, officials, agents, consultants, and employees free and harmless from and against any and all claims, suits, judgments, costs, penalties, fines, damages, and attorneys' fees and expenses asserted by any person or persons. If Seller, 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 void.

2.30 Right of Inspection

City shall have the right to inspect the goods at delivery before accepting them. Acceptance of the goods upon delivery should in no way constitute a waiver of any right or privilege contained with this contract or under law.

2.31 Cancellation

City shall have the right to cancel for default all or any part of the undelivered portion of the order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which City may have in law or equity.



2.32 Termination

Performance under this contract may be terminated in whole, or in part by the City in accordance with this provision. Termination performance hereunder shall be affected by the delivery to vendor of a "Notice of Termination" specifying the extent to which performance under this contract is terminated and the date upon which such termination becomes effective.

2.33 Force Majeure

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence said party is unable to prevent.

2.34 Assignment – Delegation

No right or interest in the contract shall be assigned nor shall any delegation of any obligation made by vendor be valid without the written permission of the City. Any attempted assignment or delegation by vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.35 Waiver

No claim or right arising out of a breach of this 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 party.

2.36 Modifications

This contract can be modified or rescinded only in writing signed by both of the parties or their duly authorized agents.

2.37 Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement 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 in the agreement, the definition contained in the Code is to control.

2.38 Applicable Law

This agreement shall be governed by the Uniform Commercial Code. Whenever 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.

2.39 Advertising

Vendor shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.40 Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, they may demand that the other party give written assurance of its intent to perform. If a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.



2.41 Equal Employment Opportunity

Vendor agrees that during the performance of its contract it will:

- Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
- Identify itself as an Equal Opportunity Employer in all help wanted advertising or request. The vendor shall be advised of any complaints filed with the City alleging that vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which Purchase Orders or authorities to deliver have not been included; however, the vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a Purchase Order has been issued or authority to deliver granted.

All vendors must be Equal Opportunity Employers. Disadvantaged and minority vendors are encouraged to participate.

2.42 Conflict of Interest

Vendor agrees to comply with the conflict of interest provisions of the City of San Angelo Charter and Code of Ordinances. Vendor agrees to maintain current, updated disclosure of information on file with the City Clerk throughout the term of the contract.

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflict of interests' disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) – included in the bid forms - must be submitted no later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or responds to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

2.43 Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016.

Filing Process:

On January 1, 2016, the ethics commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Information regarding how to use the filing application and the application are both available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Instructional videos are available under the heading Instructional Videos for Business Entities.

The Form 1295 must be received, signed and original, within thirty (30) days of Council award or the contract may be voided.



2.44 Taxes and Permits

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against the City or the selected vendor in connection with the work shall be paid by the vendor. The bid prices shall include all such taxes and the costs of all required permits. The City is exempt from State Sales Tax and Federal Excise Tax.

2.45 Examination of Contract Documents

Each vendor shall thoroughly examine and be familiar with this document, specifications, etc. The submission of a bid shall constitute an acknowledgment that the vendor has thoroughly examined and is familiar with all solicitation and contract documents. The failure or neglect of a vendor to receive or examine any of the solicitation or contract documents shall in no way relieve them from any obligations with respect to their submission or to any resulting contract. No claim for extra or additional compensation will be allowed based upon a lack of knowledge of any contract document, and the City will in no case be responsible for any loss or for unanticipated costs that may be suffered by the selected vendor as a result of conditions pertaining to the work.

2.46 Legal Venue

Tom Green County, Texas

2.47 Funds - Price

Following negotiations, the vendor will establish a price agreement with the City. The work will be selected based on availability of funds.

2.48 Claims for Overcharges

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

2.49 Piggy-Back Procurements

Other municipalities or public agencies in the State of Texas may be interested in purchasing products as procured through this solicitation.

Governmental Entities utilizing Inter-Governmental Contracts with the City will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded because of this solicitation. All purchases by Governmental Entities other than the City will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their material/services as needed, e.g., Tom Green County, etc.

2.50 Price Escalation

Price must be firm for the first term. The Respondent must notify the City ninety (90) days prior to the end of each term to request a price escalation. A price increase shall at no time be more than what similar volume customers would pay (see Warranty-Price). The Respondent must provide cost analysis and/or other documentation to justify any increase, to include industry and industry group level trends and indices and should not exceed an annual increase of 4% of the originally quoted cost.

The City Manager or his designee may approve a contract term extension without a price increase at his or her full discretion. The City Manager or his designee may approve a contract extension with an increase in price if the increase can be justified in writing or by documentation from the Respondent/supplier to the satisfaction and discretion of the City Manager or his designee. If no agreement is reached, the City may re-bid the contract.

The City of San Angelo reserves the right to accept or reject any and all price adjustment requests as it deems in the best interest to the City.



2.51 Term

This supply agreement will be for three (3) years effective from the Bid award date by the City Council. Two (2) additional one (1) year term extensions will be available subject to agreement by both parties. Terms will renew automatically unless ninety (90) days written notice is given by either party for termination.

The Respondent must notify the City ninety (90) days prior to the end of the first term, and ninety (90) days prior to the end of subsequent terms as to their intentions to terminate the contract. Respondent is obligated to fulfill contract extension for one (1) year if timely notification is not submitted (See Escalation).

Should the City enter into drought level 2 or greater during the final term of the contract, the City may request the contract be extended on an emergency basis, until such time as water levels are suitable for the testing required to solicit a new Bid for coagulant.



3. SPECIFICATIONS

SCOPE AND SPECIFICATIONS WATER RECLAMATION FACILITY LIQUID POLYMER

3.1 Scope

The purpose of this bid is for the purchase and delivery of polymer for the belt press dewatering system at the City of San Angelo Water Reclamation Facility. Only chemicals known as organic polymer that are synthetic, high molecular, water-soluble polyelectrolytes, manufactured specifically as flocculent for sludge conditioning will be used. The contract period is three (3) years with two (2) one (1) year options to extend and is effective upon the City Council approved award date. The polymer is to be purchased in accordance with the City of San Angelo Standard Performance Terms and Conditions and the specifications outlined in this Request for Bids.

3.2 Product Specification

Polymers shall be dispersion/emulsion type only and readily and completely soluble in water. The polymer must maintain ninety percent (90%) strength for up to six (6) full months after delivery. Physical and chemical characteristics shall not change during this period. The Polymer materials in both concentrated and dilute form shall be classified as non-hazardous material for shipping and use under applicable standards and shall not require special handling nor shall they pose hazards to employees working with them. The polymer supplied must have a low toxicity with respect to contact with the skin and eyes and to accidental ingestion or inhalation. First aid or other suggested medical treatment procedures for this product must be furnished by Supplier prior to delivery of first shipment (To include safety data sheets, etc.).

3.3 Product Performance

Polymers considered for bid will be tested in a full-scale trial on the City's Belt Filter Presses. **Only manufacturers or their official representatives will be allowed to participate on the full-scale trials. Resellers purchasing polymers and renaming or altering the product will not be considered as manufacturers.**

The trial will consist of two (2) two (2) hour runs. During these runs all operating parameters will be monitored and recorded by City Personnel. The vendor will be allowed to advise the City operator of desired operating adjustments of the Belt Filter Press and polymer dilutions. All adjustments will be made by the City's operator and will not be allowed for thirty (30) minutes prior to taking samples. Four (4) samples of cake solids, feed solids, and effluent will be taken for each run, (a total of 12 samples for a two-hour test run). All samples will be evaluated by the City.

Each manufacturer's representative may use the same polymer on both two (2) hour trials or a different polymer for each trial. A maximum of two (2) polymers per manufacturer will be allowed in the trials.

The analysis performed by Water Reclamation personnel will be the official numbers used for bid evaluation. The polymer vendor may utilize an outside lab of his choice for comparison of the analyses at their own expense.

Minimum performance criteria will be as follows:

Cake solids – 19%

Capture rate – 95%

The minimum sludge feed rate during testing shall be 150 GPM. Sludge feed solids will be approximately 1.75 percent. Polymer used during testing shall be furnished by the vendor at no cost to the City. Samples of polymer used during testing will be taken and retained by the City. Each bidder shall furnish a one (1) pint sample together with a listing of the total solids and active solids content of the polymer.



3.4 Process Description

The San Angelo Water Reclamation Facility is a secondary treatment plant utilizing the activated sludge wastewater process with land irrigation disposal of the effluent. The system is designed to treat an average daily flow of 13.2 MGD. The feed sludge to the belt presses comes from anaerobic digesters in which the density is approximately 1.5% - 2.5%.

The sludge dewatering facility consists of three (3) Alfa Laval Ashbrook Simon-Hartley, Klampress 94 – 2.0-meter, extended model belt filter presses.

The polymer feed equipment includes three (3) Stranco model Polyblend D10AB polymer dilution feed units. Each unit consists of one (1) diaphragm pump and one (1) high energy, low shear mixer. The capacity of each unit is 9.5gph of polymer, with water capacities of 1200gph primary and 1200gph post dilution.

The San Angelo Wastewater Plant sludge dewatering system treated approximately 2,000 to 2,600 tons of dry solids annually.

3.5 Quantities and Price Evaluation

Bids shall be submitted on a per pound of material basis. The average of the best two (2) hour continuous test run will be used for evaluation. A contract will then be awarded to that vendor whose material has the lowest cost per ton of sludge treated and meets the acceptable performance criteria. Cost per ton will be computed by the following formula:

$$\$/\text{Dry Ton} = \$/\text{Lb. Of polymer} \times \text{Lb. of polymer}/\text{Dry Ton}$$

The attached worksheet will be used by the Water Reclamation Division for evaluating all bids.

The quantity of polymer delivered at one time shall be one thousand one hundred (1,100) gallons in 55-gallon drums (20 drums) unless otherwise approved by a wastewater treatment plant representative. The Water Reclamation Facility will normally give at least ten (10) days' notice for delivery; however, supplier shall be obligated to supply polymer when ordered, within five (5) days in case of emergencies.

3.6 Bidder's Qualification

Bids will only be accepted from responsible manufacturers (or a representative appointed by the manufacturer) who can furnish the materials specified. Resellers purchasing polymers and renaming or altering the product will not be considered as manufacturers. At a minimum, interested polymer vendors should submit a letter of interest and provide a polymer data sheet including MSDS of the polymers they are considering for utilization.

3.7 Material Pricing

The vendors shall submit prices based on a per pound cost. Bid prices shall include all freight or special equipment required by other parts of this specification.

3.8 Product Packaging

Polymer shall be packaged in disposable 55-gallon containers with a net product content of approximately 400 – 500 lbs.

3.9 Delivery

The successful bidder (Supplier) shall deliver polymer to:

**City of San Angelo Water Reclamation Facility
1898 City Farm Road
San Angelo, Texas 76905**

Within ten (10) calendar days, after telephoned except as otherwise permitted. If, for any reason, the polymer cannot be delivered within the noted time, the City of San Angelo reserves the right to purchase the required polymer from another source. The volume and equivalent cost of the polymer from another source may be deducted from the total contract amount set forth in this contract.



Polymer shall be delivered to the Sludge Handling Facility. The Supplier is responsible to hose down and otherwise clean any polymer spills that may occur while delivering.

Regular truck delivery of polymer shall be scheduled to arrive at the plant between 8:00 a.m. and 4:00 p.m., Monday through Friday (normal workdays), unless otherwise arranged by the Water Reclamation Facility personnel.

If a contract hauler is used by the Supplier, the City of San Angelo will not be responsible for any charges if delivery is made outside of the times specified above.

3.10 Future Testing

The City reserves the right to test polymers of different types and manufacturers during the period of this contract.

3.11 Technical Assistance

The supplier will be required, at no charge to the City of San Angelo, to provide technical assistance for a minimum of one (1) day per month if needed and as requested at the times specified by the San Angelo Water Reclamation Facility Superintendent or his designee. The technical assistance may require a representative to come to the San Angelo Water Reclamation Facility if determined by the Superintendent that the problems cannot be corrected over the phone.

In the case of an emergency, Supplier will be required to provide technical assistance within twenty-four (24) hours of notification of such need. To ensure that this requirement can be met, it is further required by the City of San Angelo that Supplier have a qualified technical service representative residing in the State of Texas throughout the contract period.

In addition to the above times, additional technical assistance for a period of up to five (5) calendar days shall be required, at no charge to the City of San Angelo, during the initial use of this polymer.

3.12 Pre-Testing

Bench work to screen products for use in full-scale testing may be conducted from 04/20/2020 and 05/08/2020. This testing may be done on site at the Water Reclamation Facility. Bench testing will be limited to one day per vendor. A subsequent second bench test, just prior to the full-scale trials will be allowed to check for any changes.

3.13 Full Scale Trials

A formal full-scale trial must be conducted using the specific polymer proposed for bid to be considered. The full-scale trial shall be run as detailed in the specifications with a manufacturer representative present. The full-scale trial shall be conducted between the dates of 04/20/2020 and 05/08/2020. The specific date for the full-scale trial must be scheduled with the Department Point of Contact, Sam Sanchez via telephone at 325-655-3129 by 05/01/2020, 12:00 p.m. CST and will be handled on a first call, first schedule basis.

3.14 Patents

The Supplier shall indemnify, hold harmless and defend the City of San Angelo from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expense and attorney's fees incident to any infringement or to any claimed infringement of any patent or patents in the manufacture and sale, or either thereof, of the material furnished under this contract, or in any way connected therewith or with the use thereof by the City of San Angelo.



4. ADDITIONAL REQUIREMENTS

GENERAL REQUIREMENTS

- Purchases made during the contract period will be on an “as needed” basis. The Vendor shall assume no guarantees as to the number or frequency of purchases, or the amount of payments under the term of this contract.
- Product must be delivered within (3) three working days of notification from the City Department Point of Contact or Plant Personnel. **TIME IS OF THE ESSENCE IN THE DELIVERY OF THIS PRODUCT.**
- In the case of an emergency, supplier will be required to provide technical assistance within twenty-four (24) hours of notification of such need. To ensure this requirement can be met, it is further required by the city of San Angelo that suppliers have a qualified technical service representative residing in the State of Texas throughout the contract period.
- During product use, the manufacturer shall provide a qualified technician at any time deemed reasonable upon request and at no additional cost to the City.

REJECTION

- The Vendor shall promptly correct all deficiencies to the satisfaction of the City of San Angelo’s Contract Administrator.
- The City Department Point of Contact reserves the option to require the material supplier to replace or to reimburse the City of San Angelo for material/equipment/services found to be unsatisfactory.
- If the replacement option is exercised, the material supplier may be required to remove the unacceptable material/items at no expense to the City of San Angelo and to deliver an equal quantity of acceptable material/equipment/services. The City reserves the option for Plant Personnel to feed the unsatisfactory product through the system and to be exempt from payment for the non-compliant load.
- The reimbursement shall be submitted to the City of San Angelo in the form of a cashier’s check within twenty-eight (28) days from the date of written notification from the City of San Angelo.
- If, for any reason, the product does not perform as stated in the manufacturers’ contract, the City has the right to discontinue use. The City has the right to use an Alternative Bidder should the winning Respondents product not perform adequately to TCEQ water quality requirements.

AVAILABILITY

- Bidders are required to quote materials that will meet or exceed the minimum specifications herein. Default in promised availability or delivery without acceptable reasons, or failure to meet the specifications without remedy, shall cause the City at its option to purchase the service elsewhere, including the next lowest and best responsible bidder, in order, or alternative bidder, and if such bidder meets the specifications required.
- The purpose of this provision is to provide the most advantageous bid to the City, based upon the contractual terms, that the City will also consider factors other than the price when awarding contracts and may, under the terms of this contract, consider and accept an alternate bid when most advantageous.

DELIVERY REQUIREMENTS AND LOCATIONS

- Delivery shall be made to the following location:

**1898 City Farm Road
San Angelo, Texas 76905**

- The purpose of this provision is to provide the most advantageous bid to the City, based upon the contractual terms, that the City will also consider factors other than the price when awarding contracts and may, under the terms of this contract, consider and accept an alternate bid when most advantageous.



- Product must be delivered within three (3) days of the order from Plant personnel. Time is of the essence in the delivery of this product.
- Transport truck must have capability of offloading through a two-inch hose provided by the transport company. In addition, specialty equipment (i.e. tanks, storage facilities, feed lines) shall be provided by the manufacturer at no cost to the city, whenever product requires special handling features.
- Notification shall contain the following information:
 - Purchase Order Number
 - Truck Number
 - Date Shipped
 - Delivery Date
 - Gross Weight
 - Tare Weight
 - Net Weight
 - Lab Analysis Data
- **All shipments shall be accompanied by a weight certificate, NSF 60 (61) certification, and Materials Safety Data Sheet(s) (MSDS).**
- The following security requirements should be met for each chemical delivery prior to hookup and unloading chemical: Supplier is required to fax or e-mail confirmation of delivery, including time and date of delivery, seal or tag numbers on all apertures, tractor and trailer ID numbers, driver's name and picture ID.
- Suppliers shall be subject to delivery site weight verification by the City or its agent.
- All transport vehicles must be inspected by the supplier and must be in safe operating condition.
- Delivery vessels and vehicles shall meet or exceed all applicable TXDOT standards.
- Hand brakes shall be set, and wheels shall be chocked before any offloading operation is to commence.
- Supplier shall be capable of providing rapid local response in case of emergency.
- Vendor must send copy of current driver certification to show they comply with EPA Risk Management Plan.
- Delivery trucks shall contain the necessary emergency equipment required to contain, repair or stop a leak and protect the driver, City personnel, public and private property.
- Must follow all applicable laws for the hauling and unloading of 1-ton cylinders.
- The Vendor shall furnish the City a copy of offloading procedures for truck load deliveries for inclusion in the City's Standard Operation Procedures and Emergency Response Plan. Where trade secrets are of concern, the driver shall show CITY staff members present at the offloading site, the Vendor's written procedure.
- Neither the City nor City staff will be responsible for any damage that may occur to the Vendors property while it is on City of San Angelo property or as it is being moved to or removed from the City's property.



5. ATTACHMENTS

- A. Materials Testing Worksheet – City of San Angelo RFB: WU-03-20
- B. City of San Angelo Standard Performance Contract Terms and Conditions (effective April 16, 2018) *



6. NO BID REPLY

FOR RFB: WU-03-20 / WRF LIQUID POLYMER

If for any reason, you **are not** submitting a bid/proposal, please check one or more reasons below and return the form to us either by mail or by email to sapurch@cosatx.us in order to remain in our database for these types of products or services.

By providing us this information, we hope to improve future request packages that will elicit your participation.

WE WISH TO ____ THE LIST OF VENDORS FOR THE CITY OF SAN ANGELO:

- Remain On**
- Be Deleted From**

WE HEREBY SUBMIT A "NO BID" BECAUSE:

- We are not interested in selling through the bid process.
- We are unable to prepare the bid form in time to meet the due date.
- We do not wish to bid under the terms and conditions of the Request for Bid/Proposal.
- We do not feel we can be competitive.
- We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- We do not wish to sell to the City of San Angelo.
- We do not sell the items or provide the services requested.
- Other: _____

FEEDBACK/OBJECTIONS: _____

AUTHORIZED AGENT • PLEASE PRINT

COMPANY	
NAME	TITLE
SIGNATURE	DATE

THANK YOU FOR YOUR ASSISTANCE!



7. REQUIRED SUBMISSION FORMS

Submit:

- One (1) unbound original (binder clips are acceptable)
Please clearly indicate the original as such.
- Three (3) bound copies (binders, staples or binder clips are acceptable)
- One (1) copy in PDF format on USB Flash Drive of submission including all required RFB forms.

Failure to submit required forms may result in the rejection of your submission.

Please submit all forms in the following order:

- Bid Sheet
- Contact Information Form
 - IRS Form W-9
- Materials Testing Worksheet
- Addenda Acknowledgment Form
- Conflict of Interest Questionnaire
- Debarment and Suspension Certification
- Local Preference Consideration Application & Economic Impact Details
- Vendor Compliance with Reciprocity on Non-Resident Vendors
- List of References
- Special Insurance Rider
 - Certificate of Insurance (ACCORD 25 FORM)
- Verification Relating to Prohibited Contracts – Israel
- Sample Contract Documents

1295 Form Requirement

At Council award, one original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm will be required within thirty (30) days following the date of Council action. Failure to submit the original Form 1295 to Purchasing within the prescribed time limit may result in loss of contract(s).

Anti-Lobbying Agreement

In submitting its bid, respondent certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the respondent influenced or attempted to influence the bidding process, the City may, in its discretion, reject the bid.

SUBMIT ALL FORMS BEYOND THIS POINT



Bid Sheet

Note: Bids Shall be submitted on a per pound of material basis. The average of the best two (2) hour continuous test run recorded during the trial will be used for evaluation. Should there be any differences between the unit price and the extended pricing calculations, the unit price will prevail. Bids which are not signed and dated or bids which do not comply with all of bid requirements herein, may be considered non-responsive and maybe rejected.

Water Reclamation Polymer	\$ Per Pound
---------------------------	--------------

Company Name: _____

Product Name: _____ \$ _____ per pound.

Delivery Days: _____ days *Time is of the essence in the delivery of this product.*

Payment Discount (if any): _____

Piggy-Back Procurement (Please refer to Section 3.49 "Piggy-Back Procurements)

- Yes, other eligible entities can purchase.
- No, only the City of San Angelo can purchase.

Payment Terms: **NET 30.**



Contact Information

AUTHORIZED AGENT • PLEASE PRINT

An Authorized Agent is an individual authorized to bind an entity into a contract. This may include a Principal Officer or another individual who has been granted this authority in writing. City reserves the right to request verification of an individual's authority to contract on behalf of their entity.

NAME	
TITLE	E-MAIL
SIGNATURE	DATE

PRIMARY CONTACT • PLEASE PRINT

If different from above.

NAME	
TITLE	E-MAIL
SIGNATURE	DATE

VENDOR DETAILS • PLEASE PRINT

VENDOR NAME	
PHONE	FAX
WEBSITE	
MAILING ADDRESS	
CITY / STATE / ZIP	
PHYSICAL ADDRESS (NO PO BOXES)	
CITY / STATE / ZIP	

ATTACH IRS FORM W-9



Materials Testing Worksheet

Please complete the attached Materials Testing Worksheet and submit along with your response. Respondents must submit a hard copy of the Materials Testing Worksheet and a digital version (in Microsoft Excel Format .xlsx) via USB Flash Drive. Failure to submit the Materials Testing Worksheet in both formats may result in the rejection of a bid as non-responsive.



Addenda Acknowledgement

Receipt is hereby acknowledged of the following addenda to the Contract documents.

ADDENDUM NO. 1 DATED _____	RECEIVED _____
ADDENDUM NO. 2 DATED _____	RECEIVED _____
ADDENDUM NO. 3 DATED _____	RECEIVED _____

AUTHORIZED AGENT • PLEASE PRINT

COMPANY NAME	ADDRESS
CITY/STATE	ZIP
NAME	TITLE
SIGNATURE	DATE



Disclosure of Certain Relationships

NOTICE TO VENDORS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://cosatx.us>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Nolan A. Sosa
Purchasing Manager

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO

Local Government Officers of the City of San Angelo as defined by Chapter 176 of the Texas Local Government Code (Revised 03/10/2020)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all buyers who submit bids/proposals), Local Government Officers are:

City of San Angelo City Council:

Mayor: Brenda Gunter, Mayor

Councilmembers:

- Tommy Hiebert, SMD 1
- Tom Thompson, SMD 2
- Harry Thomas, SMD 3 (Mayor Pro Tempore)
- Lucy Gonzales, SMD 4
- Lane Carter, SMD5
- Billie DeWitt, SMD 6

City Manager: Daniel Valenzuela

Development Corporation Officers:

- Todd R. Kolls, President
- Bill Dendle, First Vice President
- David Cummings, Second Vice President
- Edward Carrasco, Director
- Garland Freeze, Director
- Max Puello, Director

Executive Director: Guy Andrews



Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY
1 Name of vendor who has a business relationship with local governmental entity.		Date Received
2 <input type="checkbox"/> 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.		
<hr/> 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.		
<p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
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 <input type="checkbox"/> 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		
<hr/> Signature of vendor doing business with the governmental entity		<hr/> Date

PLEASE NOTE: If you do not have any Conflict of Interest(s) to report, please write "N/A" in Box 1 and complete Box 7 with signature and date.



Conflict of Interest Questionnaire Instructions

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.



Debarment and Suspension Certification Instructions

1. By signing and submitting this bid, the prospective vendor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective vendor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective vendors to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective vendor knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective vendor shall provide immediate written notice to the City of San Angelo to which this bid is submitted if at any time the prospective vendor learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "vendor," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective vendor agrees by submitting this bid that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective vendor further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A vendor in a covered transaction may rely upon a certification of a prospective vendor in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A vendor may decide the method and frequency by which it determines the ineligibility of its principals. Each vendor may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a vendor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



Debarment and Suspension Certification

- (1) The prospective primary vendor certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary vendor is unable to certify to any of the statements in this certification, such prospective primary vendor shall attach an explanation to this bid.

AUTHORIZED AGENT • PLEASE PRINT

VENDOR	
NAME	TITLE
SIGNATURE	DATE



Local Preference Consideration Instructions

Section 271.9051 of the Texas Local Government Code "CONSIDERATION OF LOCATION OF RESPONDENTS PRINCIPAL PLACE OF BUSINESS":

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a bidder who is not a resident of the municipality, on contracts less than \$500,000 and three percent (3%) on contracts over \$500,000.00 the municipality may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects over \$100,000 or Telecommunication and Information Technology Bids/Purchases.

If you DO NOT have your principal place of business located within the City of San Angelo city limits – stop – do not fill out this form.

This "Application for Local Preference Consideration" does *not* mean that the City of San Angelo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.

Respondents who wish to qualify under the local preferences law must have their principal place of business located within the San Angelo city limits.

If your principal place of business is within the San Angelo city limits and you want to apply for local preference consideration, then you must:

1. Complete the **Local Preference Consideration Application**, and
2. ***Describe in writing and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.



Local Preference Consideration Application

Vendor Name: _____

Physical Address: _____

Mailing Address: _____

City, State, Zip Code: _____

Vendor Type:

- Corporation – Indicate state of incorporation _____
- Partnership – Indicate “general” or “limited” _____
- Sole proprietorship

Attachments:

- Describe in writing, and attach supporting documentation**, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

Certification:

I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the vendor set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

AUTHORIZED AGENT • PLEASE PRINT

VENDOR	
NAME	TITLE
SIGNATURE	DATE



Vendor Compliance with Reciprocity on Non-Resident Vendors

Texas Government Code 2252.002 provides that, in order to be awarded a contract as low vendor, a non-resident vendor must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident vendor by the same amount that a Texas resident vendor would be required to underbid a non-resident vendor in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located.

A non-resident vendor is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident vendors for your submission to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that vendor. **Texas resident vendors must check the blank in Section B.**

A. NON-RESIDENT (OUTSIDE OF TEXAS)

Non-resident Vendors in _____ (give state), our principal place of business, **are required** to be _____ percent lower than resident vendors by state law. A copy of the statute is attached.

Non-resident Vendors in _____ (give state), our principal place of business, **are not required** to underbid resident vendors.

B. TEXAS RESIDENT

Our principal place of business or corporate offices are in the State of Texas: _____. (Mark a "check" in the blank if this applies.)

AUTHORIZED AGENT • PLEASE PRINT

VENDOR NAME	ADDRESS
CITY/STATE	ZIP
NAME	TITLE
SIGNATURE	DATE



List of References

List at least three (3) references of similar scope and size giving organization name, contact information, and term.

1	Government or Company Name	
	Location	
	Contact Person and Title	
	Telephone Number	
	Scope of Work	
	Contract Period	
2	Government or Company Name	
	Location	
	Contact Person and Title	
	Telephone Number	
	Scope of Work	
	Contract Period	
3	Government or Company Name	
	Location	
	Contact Person and Title	
	Telephone Number	
	Scope of Work	
	Contract Period	



4	Government or Company Name	
	Location	
	Contact Person and Title	
	Telephone Number	
	Scope of Work	
	Contract Period	

5	Government or Company Name	
	Location	
	Contact Person and Title	
	Telephone Number	
	Scope of Work	
	Contract Period	

6	Government or Company Name	
	Location	
	Contact Person and Title	
	Telephone Number	
	Scope of Work	
	Contract Period	



Special Insurance Rider

The City of San Angelo requires contractors doing business with the City to provide and continuously maintain in effect at all times during the contract term insurance coverages as indicated on this Special Insurance Rider. Prior to commencement of Work, Contractor shall provide the City’s Risk Management Office with a Certificate of Insurance on ACCORD 25 Form that confirms that Contractor has insurance coverages in compliance with the City’s minimum insurance requirements set forth herein.

Commercial General Liability

This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider’s employees) and damage to property of City or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled “Indemnification,” including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Vendors (to remain in force for two years after final payment). Coverage limits shall not be less than:

MINIMUM LIMIT(S):

\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury
\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$100,000	Fire Damage

Business Auto Liability

This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

MINIMUM LIMIT(S):

\$1,000,000	Each Accident Limit
-------------	---------------------

Workers’ Compensation and Employer’s Liability

If Provider hires any employees, Provider shall maintain Workers’ Compensation and Employer’s Liability insurance, which shall protect Provider against all claims under applicable state workers’ compensation laws and employer’s liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers’ compensation law. Coverage shall not be less than:

MINIMUM LIMIT(S):

\$500,000	Employer’s Liability, Each Accident
\$500,000	Employer’s Liability, Disease – Each Employee
\$500,000	Employer’s Liability, Disease – Policy Limit

Professional Liability

This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

MINIMUM LIMIT(S):

\$2,000,000	Combined Single Limits
-------------	------------------------



Environmental/Pollution Liability

This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

MINIMUM LIMIT(S):

\$2,000,000 Combined Single Limits

Cyber Liability

This policy shall be an occurrence-type policy and shall protect provider and additional insured against all claims arising from cyber-attacks against the insured, members of the public, and the City. Coverage shall not be less than:

MINIMUM LIMIT(S):

\$5,000,000	Privacy Notification and Crisis Management Expense
\$5,000,000	Information Security and Privacy Liability
\$5,000,000	Regulatory Defense and Penalties
\$5,000,000	Payment Card Industry Fines and Assessments
\$5,000,000	Website Media
\$5,000,000	Business Interruption
\$5,000,000	Extra Expense
\$5,000,000	Data Assets Coverage
\$5,000,000	Cyber-Extortion
\$5,000,000	Computer Fraud
\$5,000,000	Funds Transfer Fraud
\$5,000,000	Social Engineering/ Fraudulent Instruction Coverage

Builder’s Risk (All-Risk)

This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

MINIMUM LIMIT(S):

\$2,000,000 Combined Single Limits

Liquor Liability



The certificate of insurance shall indicate that the City of San Angelo is provided by endorsement a Waiver of Subrogation in favor of the City on all policies.

All insurance policies required herein shall be drawn in the name of Contractor with the City of San Angelo as an additional insured to include its employees, agents, and Council persons by endorsement on all policies except workers compensation.

Upon request of the City of San Angelo, Contractor shall produce copies of insurance policies and/or endorsements that reflect the required insurance coverages and endorsements.

Certificate Holder:

**City of San Angelo, Texas
72 W. College Avenue
San Angelo, Texas 76903**

Written contracts will contain more detailed information regarding insurance requirements.

Bonds are required for contracts that meet the following guidelines:

- Contract in excess of \$100,000 requires a Performance Bond
- Contract in excess of \$50,000 requires a Payment Bond

The Bond must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code) per Texas Government Code Sec. 2253.021 and must be payable to the City of San Angelo, Texas.

Please provide your agent or broker with a copy of these requirements.

If you have any questions concerning compliance with the City's minimum insurance requirements, please call the Risk Management Division at 325-657-4359.

Contractor agrees to comply with City of San Angelo Special Insurance Rider requirements.

**CONTRACTOR
AUTHORIZED AGENT • PLEASE PRINT**

VENDOR	
NAME	TITLE
SIGNATURE	DATE



Verification Relation to Prohibited Contracts – Israel

CITY OF SAN ANGELO, TEXAS, RFB WU-03-20

My name is _____ "Declarant";
FIRST MIDDLE LAST

My date of birth is _____ ; and,
BIRTHDAY

My address is _____ , _____ . _____
STREET CITY STATE
_____, and _____ .
ZIP CODE COUNTRY

My position with _____ , contracting company, is _____ .
CONTRACTING COMPANY OFFICE HELD

(1) The foregoing named contracting Company does not now and will not during the term of this contract, have contracts with or provide supplies or services to, an entity or company known to have contracts with or to provide supplies or services to a foreign terroristic organization or with an entity or company identified as providing such on a list prepared and maintained by the Texas Comptroller pursuant to Subchapter "F", Sections 2252.151 et. seq., Chapter 2252 "Contracts with Governmental Entity" of the Texas Government Code; neither is contracting Company identified as an entity providing such supplies or services on said list.

(2) The foregoing named contracting Company does not boycott Israel; and will not boycott Israel during the term of the contract with the City of San Angelo.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____ , on the
COUNTY OFFICE HELD

_____ day of _____ , 20 _____
DAY MONTH YEAR

DECLARANT SIGNATURE



Draft Contract Cover Acknowledgement

Respondents shall submit copies of standard contract terms along with any and all terms and conditions applicable to the deliverance of goods/services resulting from this solicitation.

_____ I READ AND CAN COMPLY WITH ALL CONTRACT TERMS.

_____ I READ THE CONTRACT TERMS, REVISED THOSE I CANNOT COMPLY WITH, AND INCLUDED A REVISED COPY WITH MY SUBMISSION.

AUTHORIZED AGENT • PLEASE PRINT

VENDOR	
NAME	TITLE
SIGNATURE	DATE



Draft Contract Cover

CONTRACT # _____

RFB NO. WU-03-20 – WRF LIQUID POLYMER

In consideration of the mutual covenants and promises herein contained, City of San Angelo and the below named Contractor agree as follows:

CITY OF SAN ANGELO – WATER UTILITIES DEPARTMENT
Allison Strube, Director of Water Utilities
72 W. College Avenue – Suite 310
San Angelo, Texas 76903
Telephone: 325-657-4270
E-mail: Allison.Strube@cosatx.us

CONTRACTOR: _____
(If an entity other than individual, indicate whether Contractor is authorized by or registered as a foreign entity with the Texas Secretary of State to do business in Texas) Yes / No

Authorizing Officer/Agent: _____
EMAIL: _____
Address: _____

Telephone: _____

General Description of Project & Scope of Work:
Contractor agrees to supply materials at the pricing outlined in Contractor’s response to RFB: WU-03-20, attached hereto as **Exhibit “A”** and made a part hereof for all purposes. Contractor will supply materials according to the specifications outlined in the City of San Angelo - Request for Bids WU-03-20.

Effective Date: This contract shall be effective from and after the _____ day of _____, 2020.

Date of City Council Authorization _____, 2020

Contract Time:
X The term of this Agreement shall be for a period of THREE (3) YEARS, commencing on the “Effective Date” and automatically expiring on _____, 2023, subject to extension as may be provided for in the Contract Documents.

X TWO (2) additional ONE (1) YEAR term extensions will be available subject to agreement by both parties. Terms will renew automatically unless ninety (90) days written notice is given by either party for termination.



Davis-Bacon Act or Texas Prevailing Wage Rate, Texas Gov. Code, Chap. 2258:

Davis-Bacon Act required payment of prevailing wages on federally funded or assisted construction projects.

Applies / Does Not Apply to this contract.

Texas Government Code Chapter 2258 Prevailing Wage Rates

Applies / Does Not Apply to this contract.

Contract Price: Notwithstanding anything to the contrary in the contract documents, compensation due and payable by the City under this Contract shall not exceed;

Base Price \$ _____,

Schedule of Rates and Charges

(Bid Sheet, Submitted by CONTRACTOR in response to RFB: WU-03-20, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes),

plus Alternate 1 \$ _____,

plus Alternate 2 \$ _____,

plus Alternate 3 \$ _____

for a total sum of _____ AND NO/100 DOLLARS (\$ _____), except upon Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to authority of their governing bodies.

Contract Documents Adopted by Reference: The parties to this Contract adopt in their entirety by reference thereto each of the following contract documents indicated by checkmark, as if each document were set forth herein word for word and in its entirety:

RFB No. WU-03-20

ADDENDUM 1 to bid dated _____, 20____

ADDENDUM 2 to bid dated _____, 20____

ADDENDUM 3 to bid dated _____, 20____

City of San Angelo Standard Performance Contract Terms (effective April 16, 2018) *

City of San Angelo Standard Professional Services Contract Terms (effective April 16, 2018) *

City of San Angelo Owner's General Construction Conditions (effective April 16, 2018) *



Plans: _____
(Include engineering entity, date, part/phase and other identifying information)

Technical Specifications _____
(Include source, date, part/phase and other identifying information)

Contractor's Response to RFB No. WU-03-20

Other: **Additional Document(s) Provided in Response to RFB: WU-03-20 (see "Required Forms")**

* The terms and conditions in these referenced contract documents apply to the Contract to the exclusion of any other terms that the Contractor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Acknowledgement of Receipt of Contract Documents:

The foregoing identified Contract Documents excluding Contractor's Response to this Request for Bids are posted on the City's website at <http://www.cosatx.us/bids>. Hard copies are available to the Contractor upon request addressed to the City of San Angelo, Purchasing Division, 72 W. College, San Angelo, Texas 76903; (325) 657-4219. BY THE EXECUTION HEREOF, CONTRACTOR REPRESENTS THAT CONTRACTOR HAS REVIEWED AND IS FAMILIAR WITH EACH OF THE CONTRACT DOCUMENTS, HAS SECURED HARD COPIES OF THE CONTRACT DOCUMENTS THAT CONTRACTOR DESIRES TO ACQUIRE, AND AGREES THAT IT IS THE INTENTION OF THE PARTIES THAT THE CONTRACT DOCUMENTS BE MADE A PART OF THIS AGREEMENT AS IF EACH WERE SET FORTH, VERBATIM IN THIS AGREEMENT.

The terms, provisions, specifications and conditions of RFB No. WU-03-20 and any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFB shall prevail over any conflicting term, provision, specification or condition in Contractor's Response.

Separately Executed Contract Documents: The following contract documents indicated by checkmark below are separately required to be executed by the Contractor as conditions precedent to City's performance obligations under the contract:

Authorized Signature/Contact Information (with W-9)

Addenda Acknowledgement

Bid Security (based on base bid price)

"Conflict of Interest Questionnaire" Chapter 176 of the Texas Local Government Code

Debarment and Suspension Certification



Local Preference Consideration Application & Economic Impact Details

Vendor Compliance with Reciprocity on Non-Resident Vendors

Verification Relating to Prohibited Contracts – Israel

Certificate of Insurance

Special Insurance Rider

Original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, with original submitted to City of San Angelo Purchasing Division.

Contractor Representations and Warranty: Contractor represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

Authority to Execute: Each of the below named persons executing this contract hereby warrant and represent that he or she is properly authorized to execute the contract for purposes of legally binding the party on whose behalf the contract is executed.



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized officials the day and year indicated below.

CONTRACTOR:

BY: _____
(Name and office held)

DATE: _____

EMAIL: _____

CITY OF SAN ANGELO:

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Julia Antilley, City Clerk

DATE: _____
(SEAL)

City Official Approvals:

APPROVED AS TO CONTENT:

Nolan A. Sosa, Purchasing Manager

APPROVED AS TO CONTENT:

Allison Strube, Director of Water Utilities

APPROVED AS TO RISK:

Charles Hagen, Risk Manager

APPROVED AS TO FORM:

Dan T. Saluri, Deputy City Attorney