



# City of San Angelo

## REQUEST FOR BIDS

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**RFB ES-07-20 • Engineering Services**  
*Friction Seal for Pavement Preservation*

**SUBMITTAL DEADLINE: MAY 19, 2020 / 3:30 PM, LOCAL TIME**

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



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# 1. INVITATION

## 1.1 General

The Engineering Services Department of the City of San Angelo is requesting bids for the application of approximately 280,480 SY of an emulsified Gilsonite-Asphalt plus fine aggregate surface treatment system, referred to henceforth as GSB-Friction Seal.

**Estimated Project Start Date: July 2020**

**Estimated Length of Project: 90 Consecutive Calendar Days**

## 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](http://www.cosatx.us/bids). To locate the documents on the website, go to:

**Bid Information > RFB ES-07-20 / Friction Seal for Pavement Preservation**

## 1.4 Digital Format

If bid specifications are obtained in digital format in order to prepare a bid, the bid must be submitted in hard copy according to the instructions contained in this bid package. If, in its bid 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 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](mailto: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.

## 1.7 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.

## 1.8 Deadline and Delivery Location

Sealed RFB submittals must be received no later than **May 19, 2020, 3:30 PM, Local Time**. The time recorded at [www.time.gov](http://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.**

### **1.9 Copies**

Submit: One (1) unbound original (binder clips are acceptable), two (2) 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.**

### **1.10 Delivery Address**

City of San Angelo  
Purchasing Division, RFB: ES-07-20  
72 West College Avenue, Suite 310  
San Angelo, Texas 76903

**Mark Sealed Envelope: RFB: ES-07-20 / Friction Seal for Pavement Preservation**

### **1.11 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.

### **1.12 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.

### **1.13 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.

### **1.14 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.

### **1.15 Bid Term**

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

### **1.16 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

**Mitchell Gatlin, E.I.T., Project Engineer**  
Engineering Services  
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 Examinations 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 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.

### 2.5 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.

### 2.6 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.

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](mailto: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.

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.



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.

## 2.7 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.

## 2.8 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.

## 2.9 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.

## 2.10 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.

## 2.11 Invoices and Payment

Contractor will submit itemized invoices for all services rendered pursuant to this Request for Bids. Invoices will bear the name of the firm and will be addressed to the appropriate City Point of Contact, Contract Number (ES-07-20), and Purchase Order number. Invoices will be in itemized format and provide enough detail that demonstrates work performed.

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.





## **2.12 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.

## **2.13 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.

## **2.14 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.

## **2.15 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.

## **2.16 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.

## **2.17 Modifications**

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

## **2.18 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.

## **2.19 Applicable Law**

This agreement is subject to all applicable federal and state laws, statutes, codes, rules and regulations, and local ordinances, rules and regulations. This agreement is also subject to 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.

## **2.20 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.





## 2.21 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.

## 2.22 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.

## 2.23 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 bid or bids, or correspondence in writing related to a potential contract with the local governmental entity.**

## 2.24 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](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.**

## **2.25 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.

## **2.26 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.

## **2.27 Familiarization with the Type of Work**

Before submitting a bid, each prospective vendor shall familiarize itself with the work, local labor conditions and all laws, regulations, and other factors affecting performance of the work. It shall carefully correlate its observations with requirements of this request and otherwise satisfy itself of the expense and difficulties attending performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment for lack of such familiarization.

## **2.28 Site Investigation**

The information contained in this document about topography, subsurface soils, subsurface structures, and any quantities based thereon, is furnished solely for the convenience of the respondent as information available at the time. The accuracy of this information is not guaranteed and the vendor is fully and solely responsible to verify pertinent information prior to bid submission. Use of the information provided in no way relieves the vendor or others of any responsibility for loss due to inaccuracies or deviations which may be encountered.

## **2.29 Soils Testing Specifications**

The vendor will be allowed to conduct soils investigations within the alignment of the proposed project as they can be coordinated with the City and appropriate landowners during the bid preparation phase. All such investigations must be coordinated through the City.

## **2.30 Subcontractors and Suppliers**

All bids must include a list of proposed subcontractors and suppliers on the form included in the bid forms section. **Vendors are strongly encouraged to explore utilizing area subcontractors and suppliers.**

When requested by the City, within 24 hours of bid opening, the apparent low vendor, and any other vendor so requested, shall submit a list of all subcontractors they expect to use.

### **2.30.1 Subcontractor Qualification**

Particular consideration will be given to the qualifications of each subcontractor proposed to perform more than 5 percent (5%) of the work.



The successful vendor will submit to the City for acceptance a list of the names of subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) identifying that portion of the work to be performed by each subcontractor within fourteen (14) days of the issuance of Notice of Award.

The City will notify the successful vendor in writing if there is objection to any subcontractor, person, or organization on such list.

If the apparent low vendor declines to make any such substitution, the contract shall not be awarded to such vendor, but their declining to make any such substitution will not constitute grounds for sacrificing their bid security. Additional requirements for subcontractors are contained within the Owner's Construction General Conditions of this document.

The failure of the City to make any such objection prior to the execution and delivery of the agreement shall constitute an acceptance of such subcontractor, person, or organization. Such acceptance a subcontractor, person or organization shall not: (1) constitute a waiver of any right of the City to reject defective work, material, or equipment, or work, material, or equipment not in conformance with the requirements of the contract documents; or (2) constitute a waiver of vendor's complete and total liability for any defective work, material, or equipment, or work, material, or equipment not in conformance with the requirements of the contract documents whether or not provided by or performed by any such subcontractor.

If the City registers objection to and refuses to accept a subcontractor, person, or organization list the successful vendor may either (1) submit an acceptable substitute without an increase in their bid price or (2) withdraw their bid. If the City raises objection to a subcontractor, person, or organization after the execution and delivery of the agreement, the vendor will submit an acceptable substitute and the contract price shall be increased or decreased by the reasonable difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. In the event that prior objection is raised as described above, but the vendor fails to submit an acceptable substitute prior to execution and delivery of the agreement, no increase in contract price shall be allowed.

### **2.30.2 Suppliers**

The list of subcontractors shall also include the suppliers and manufacturers of the principal items of materials and equipment the vendor expects to use in the work.

### **2.31 Copies of Contract Documents**

The selected vendor to whom a contract is awarded will be furnished, without cost to it, five (5) copies of the specifications and five (5) sets of the drawings, together with all addenda thereto. Additional copies of specifications and drawings may be obtained from the City for a fee.

### **2.32 Performance and Payment Bond**

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful vendor shall furnish bond(s) each in a penal sum of at least the full amount of the contract as awarded in the form included in the specifications, which secures the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the selected vendor may become legally indebted for labor, materials, tools, equipment, or service, of any nature, employed or used by it in performing the work. Such bond(s) shall bear the same date as or a date subsequent to, the date of the contract and be in the name of the prime contractor.

On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

The failure of the successful vendor to supply the required bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the City may grant based upon reasons determined adequate by the City, shall constitute a default, and the City may either award the contract to the next responsible vendor or re-advertise for bids, and may charge against the vendor the difference between the amount of the award and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount due exceeds the amount of the bid security.



Performance and Payment Bonds shall be delivered to the City's Risk Manager.

### **2.33 Waiver of Performance and Payment Bonds**

Performance and Payment Bonds may be waived under the following circumstances:

The City may elect, at their option, to waive Payment Bonds if the contract sum is less than fifty-thousand (\$50,000.00) dollars.

The City may elect, at their option, to waive Performance Bonds if the contract sum is one-hundred thousand (\$100,000.00) dollars or less.

### **2.34 Quantities are Approximate**

The quantities named in the bid are approximate only, but these are to be used as a basis for the comparison of bids and to determine the amount of the bonds. However, if a unit price appears to the City to be unbalanced to such an extent that changes in actual quantities required under the contract might result in contract price adjustments which would increase payments to the selected vendor excessively, then the City may take such a condition under consideration in awarding the contract.

### **2.35 Employment Requirements and Wage Rates**

#### ***2.35.1 General***

The selected vendor shall comply with all requirements of the prevailing wage law of the State of Texas, Texas Government Code, Chapter 2258, including the latest amendments thereto.

The selected vendor and his subcontractors shall pay wage rates not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work as listed in the current Davis-Bacon wage rates.

The prevailing wage law does not prohibit payment of more than the general prevailing rate of wages.

#### ***2.35.2 Records***

The selected vendor and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed, together with the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of the City.

**Certified Payrolls are to be submitted to the City's representative weekly.**

#### ***2.35.3 Penalty***

If the selected vendor or any subcontractor fails to comply with the prevailing wage law, it shall forfeit to the City sixty dollars (\$60.00) per day for each laborer, workman, or mechanic who is paid less than the specified rate, **pursuant to §2258.023 of the Texas Government Code.**

#### ***2.35.4 Hours of Labor***

The selected vendor shall comply with all requirements of the hours of work on public works defined by Texas Government Code §650.001, including the latest amendments thereto, as an eight (8) hour work day. Violation of this provision is punishable by fine and imprisonment pursuant to **§650.003 of the Texas Government Code.**

#### ***2.35.5 Veterans Preference***

Pursuant to **Texas Government Code, §657.004**, the selected vendor shall give preference in employment to honorably discharged veterans who were engaged in the services of the United States in time of war or conflict and who are and have been citizens of Texas for not less than five (5) years.

### **2.36 Legal Venue**

Tom Green County, Texas



**2.37 Funds – Price**

The vendor submitting the lowest responsible bid will establish a price agreement with the City. The work will be selected based on the availability of funds. The City reserves the right to award the contract by base bid, alternates, or a combination thereof.

**2.38 Claims for Overcharges**

Vendor 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.

**2.39 Bid Term**

Pricing must be valid for at least one hundred eighty (180) days.

**2.40 Time of Performance**

The time of performance is outlined in the attached draft contract agreement.



### **3. ATTACHMENTS**

- A. **City of San Angelo Owner's Construction General Conditions** (effective April 16, 2018)
- B. **Specifications**
- C. **Maps/Planned Street Drawings**
- D. **Bid Tabulation Excel Sheet**



#### 4. NO BID REPLY

FOR RFB: ES-07-20 / FRICTION SEAL FOR PAVEMENT PRESERVATION

If for any reason, you **are not** submitting a bid/bid, please check one or more reasons below and return the form to us either by mail or by email to [sapurch@cosatx.us](mailto: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/Bid.
- 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**

|                  |              |
|------------------|--------------|
| <b>COMPANY</b>   |              |
| <b>NAME</b>      | <b>TITLE</b> |
| <b>SIGNATURE</b> | <b>DATE</b>  |

THANK YOU FOR YOUR ASSISTANCE!





## 5. REQUIRED SUBMISSION FORMS

### Submit all the following:

- 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:

- Specifications Worksheet
- Bid Sheet
- Contact Information Form
  - IRS Form W-9
- 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
- List of Proposed Subcontractors
- Vendor Safety Record
- Special Insurance Rider
  - Certificate of Insurance (ACCORD 25 FORM)
- Verification Relating to Prohibited Contracts – Israel
- Draft Contract Cover Acknowledgement

### 1295 Form Requirement

After 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](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 and executed Form 1295 via mail 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



## Specifications Worksheet

Please indicate a yes or no on the below information.

| Item | DESCRIPTION   | YES                      | NO                       | If NO, provide explanation. |
|------|---|--------------------------|--------------------------|-----------------------------|
| 1    | Completion of project within specified number of days                   | <input type="checkbox"/> | <input type="checkbox"/> |                             |
| 2    | Completion of project by City's deadline                                | <input type="checkbox"/> | <input type="checkbox"/> |                             |
| 3    | Vendor is not debarred/suspended  | <input type="checkbox"/> | <input type="checkbox"/> |                             |
| 4    | Perform cleanup operations (sweeping, etc.) as directed by the Engineer | <input type="checkbox"/> | <input type="checkbox"/> |                             |

Projected calendar days to start after PO is received \_\_\_\_\_

Estimated completion of project (in calendar days) \_\_\_\_\_

**PLEASE PRINT**

|                     |
|---------------------|
| <b>COMPANY NAME</b> |
|---------------------|



## Bid Sheet

**Please complete attached excel file with unit prices and include totals below.\***

Options will be selected and purchased based on available funding. The bid will be awarded based on lowest responsible bidder.

**Note: Should there be any differences between the unit price and the extended pricing calculations, the unit price will prevail.**

The item "Contingency" is included for additional work that may be performed. The total unit cost for this line item may not be paid in full. The vendor shall submit change order requests within the contract to the City consistent with the requirement of the Owner's Construction General Conditions of the contract documents. Generally, change order requests will be funded by the "CONTINGENCY" line item. The vendor shall include the cost for this item in the "Total Base Bid".

**TOTAL BASE BID = \$ \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents**

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Unit quantities may be adjusted to determine final contract amount. Funding availability may also determine final contract amount.

**A Performance Bond and Payment Bond will be required based on the Total Base Bid.**

### Liquidated Damages

Timely completion of this project is necessary to prevent delays in street reconstruction project(s) and to minimize project impact to the public.

Should the vendor not complete the work at a permitted site within the required time period, the City may, at its option, assess a \$1,500.00 per day delinquent charge against the vendor until such time as work at the site is complete. Estimated Completion Time is 90 Calendar Days.

**PLEASE PRINT**

**COMPANY NAME**



## Contact Information

### AUTHORIZED AGENT • PLEASE PRINT

An Authorized Agent for an entity pursuant to this solicitation is an individual duly authorized by the entity and having full capacity to bind the entity. Authorized Agent may include an Officer of a corporation, a General Partner of a partnership, a Managing Member of a limited liability company, or any other individual who has been granted such authority in writing executed by an individual having authority to bind the entity. City reserves the right to require written verification of an individual's authority to act on behalf of an entity.

|                  |               |
|------------------|---------------|
| <b>NAME</b>      |               |
| <b>TITLE</b>     | <b>E-MAIL</b> |
| <b>SIGNATURE</b> | <b>DATE</b>   |

### PRIMARY CONTACT • PLEASE PRINT

Complete if different from above.

|                  |               |
|------------------|---------------|
| <b>NAME</b>      |               |
| <b>TITLE</b>     | <b>E-MAIL</b> |
| <b>SIGNATURE</b> | <b>DATE</b>   |

### VENDOR DETAILS • PLEASE PRINT

|                                       |            |
|---------------------------------------|------------|
| <b>VENDOR NAME</b>                    |            |
| <b>PHONE</b>                          | <b>FAX</b> |
| <b>WEBSITE</b>                        |            |
| <b>MAILING ADDRESS</b>                |            |
| <b>CITY / STATE / ZIP</b>             |            |
| <b>PHYSICAL ADDRESS (NO PO BOXES)</b> |            |
| <b>CITY / STATE / ZIP</b>             |            |

ATTACH IRS FORM W-9



## Addenda Acknowledgement

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

|                             |       |                 |       |
|-----------------------------|-------|-----------------|-------|
| <b>ADDENDUM NO. 1 DATED</b> | _____ | <b>RECEIVED</b> | _____ |
| <b>ADDENDUM NO. 2 DATED</b> | _____ | <b>RECEIVED</b> | _____ |
| <b>ADDENDUM NO. 3 DATED</b> | _____ | <b>RECEIVED</b> | _____ |

**AUTHORIZED AGENT • PLEASE PRINT**

|                     |                |
|---------------------|----------------|
| <b>COMPANY NAME</b> | <b>ADDRESS</b> |
| <b>CITY/STATE</b>   | <b>ZIP</b>     |
| <b>NAME</b>         | <b>TITLE</b>   |
| <b>SIGNATURE</b>    | <b>DATE</b>    |



# 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](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 7<sup>th</sup> 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 Bid bids, 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/bids), 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

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br>For vendor doing business with local governmental entity  | <b>FORM CIQ</b>                                    |
|--|--|
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>   | <p><b>OFFICE USE ONLY</b></p> <p>Date Received</p> |
| <p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>   |  |
| <p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)</p>   |  |
| <p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>  |  |
| <p><b>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.</b></p> <p style="margin-left: 40px;">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="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">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="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> |  |
| <p><b>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.</b></p>   |  |
| <p><b>6</b> <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).</p>  |  |
| <p><b>7</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>   |  |

**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

|                  |              |
|------------------|--------------|
| <b>VENDOR</b>    |              |
| <b>NAME</b>      | <b>TITLE</b> |
| <b>SIGNATURE</b> | <b>DATE</b>  |



## 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/bids to only those businesses located within the city limits. All bids/bids 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**

|                  |              |
|------------------|--------------|
| <b>VENDOR</b>    |              |
| <b>NAME</b>      | <b>TITLE</b> |
| <b>SIGNATURE</b> | <b>DATE</b>  |



## 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

|                    |                |
|--------------------|----------------|
| <b>VENDOR NAME</b> | <b>ADDRESS</b> |
| <b>CITY/STATE</b>  | <b>ZIP</b>     |
| <b>NAME</b>        | <b>TITLE</b>   |
| <b>SIGNATURE</b>   | <b>DATE</b>    |





## List of References

List at least five (5) references of similar scope and size giving organization name, contact information, and term. Please include as many Local Area (City of San Angelo and the surrounding 150 miles) references as possible.

|          |                            |  |
|----------|----------------------------|--|
| <b>1</b> | Government or Company Name |  |
|          | Location                   |  |
|          | Contact Person and Title   |  |
|          | Telephone Number           |  |
|          | Scope of Work              |  |
|          | Contract Period            |  |

|          |                            |  |
|----------|----------------------------|--|
| <b>2</b> | Government or Company Name |  |
|          | Location                   |  |
|          | Contact Person and Title   |  |
|          | Telephone Number           |  |
|          | Scope of Work              |  |
|          | Contract Period            |  |

|          |                            |  |
|----------|----------------------------|--|
| <b>3</b> | Government or Company Name |  |
|          | Location                   |  |
|          | Contact Person and Title   |  |
|          | Telephone Number           |  |
|          | Scope of Work              |  |
|          | Contract Period            |  |





|          |                            |  |
|----------|----------------------------|--|
| <b>4</b> | Government or Company Name |  |
|          | Location                   |  |
|          | Contact Person and Title   |  |
|          | Telephone Number           |  |
|          | Scope of Work              |  |
|          | Contract Period            |  |

|          |                            |  |
|----------|----------------------------|--|
| <b>5</b> | Government or Company Name |  |
|          | Location                   |  |
|          | Contact Person and Title   |  |
|          | Telephone Number           |  |
|          | Scope of Work              |  |
|          | Contract Period            |  |

|          |                            |  |
|----------|----------------------------|--|
| <b>6</b> | Government or Company Name |  |
|          | Location                   |  |
|          | Contact Person and Title   |  |
|          | Telephone Number           |  |
|          | Scope of Work              |  |
|          | Contract Period            |  |



## List of Proposed Subcontractors and Suppliers

List any subcontractors and suppliers you intend to use on this project and the categories of work they will perform. **Vendors are strongly encouraged to explore utilizing area subcontractors and suppliers.** Make as many copies of this form as necessary to cover all categories of work.

|          |                               |                           |
|----------|-------------------------------|---------------------------|
| <b>1</b> | Category of Work              | <b>GENERAL CONTRACTOR</b> |
|          | % of Proposed Contract Amount |                           |
|          | Business Name                 |                           |
|          | Contact Name                  |                           |
|          | Telephone                     |                           |
|          | Address, City, State, Zip     |                           |

|          |                               |  |
|----------|-------------------------------|--|
| <b>2</b> | Category of Work              |  |
|          | % of Proposed Contract Amount |  |
|          | Business Name                 |  |
|          | Contact Name                  |  |
|          | Telephone                     |  |
|          | Address, City, State, Zip     |  |

|          |                               |  |
|----------|-------------------------------|--|
| <b>3</b> | Category of Work              |  |
|          | % of Proposed Contract Amount |  |
|          | Business Name                 |  |
|          | Contact Name                  |  |
|          | Telephone                     |  |
|          | Address, City, State, Zip     |  |

|          |                               |  |
|----------|-------------------------------|--|
| <b>4</b> | Category of Work              |  |
|          | % of Proposed Contract Amount |  |
|          | Business Name                 |  |
|          | Contact Name                  |  |
|          | Telephone                     |  |
|          | Address, City, State, Zip     |  |



|          |                               |  |
|----------|-------------------------------|--|
| <b>5</b> | Category of Work              |  |
|          | % of Proposed Contract Amount |  |
|          | Business Name                 |  |
|          | Contact Name                  |  |
|          | Telephone                     |  |
|          | Address, City, State, Zip     |  |

|          |                               |  |
|----------|-------------------------------|--|
| <b>6</b> | Category of Work              |  |
|          | % of Proposed Contract Amount |  |
|          | Business Name                 |  |
|          | Contact Name                  |  |
|          | Telephone                     |  |
|          | Address, City, State, Zip     |  |

|          |                               |  |
|----------|-------------------------------|--|
| <b>7</b> | Category of Work              |  |
|          | % of Proposed Contract Amount |  |
|          | Business Name                 |  |
|          | Contact Name                  |  |
|          | Telephone                     |  |
|          | Address, City, State, Zip     |  |

|          |                               |  |
|----------|-------------------------------|--|
| <b>8</b> | Category of Work              |  |
|          | % of Proposed Contract Amount |  |
|          | Business Name                 |  |
|          | Contact Name                  |  |
|          | Telephone                     |  |
|          | Address, City, State, Zip     |  |



|   |                               |  |
|---|-------------------------------|--|
| 9 | Category of Work              |  |
|   | % of Proposed Contract Amount |  |
|   | Business Name                 |  |
|   | Contact Name                  |  |
|   | Telephone                     |  |
|   | Address, City, State, Zip     |  |

|    |                               |  |
|----|-------------------------------|--|
| 10 | Category of Work              |  |
|    | % of Proposed Contract Amount |  |
|    | Business Name                 |  |
|    | Contact Name                  |  |
|    | Telephone                     |  |
|    | Address, City, State, Zip     |  |

**Percentages should total to 100%**



## Vendor Safety Record

I. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last five years, as obtained from your insurance agent.

| 2019 | 2018 | 2017 | 2016 | 2015 |
|------|------|------|------|------|
|      |      |      |      |      |

II. Complete the matrix below for the last five years, as obtained from OSHA No. 200 Log:

|   | 2019 | 2018 | 2017 | 2016 | 2015 |
|---|------|------|------|------|------|
| Number of injuries & illnesses                                |      |      |      |      |      |
| Number of lost time accidents                                 |      |      |      |      |      |
| Number of recordable cases                                    |      |      |      |      |      |
| Number of fatalities  |      |      |      |      |      |
| Number of employee direct hire fixed hours (round to 1,000's) |      |      |      |      |      |

III. Please answer the following questions regarding your safety program

|  | Yes                      | No                       |
|--|--------------------------|--------------------------|
| <b>A</b> Are regular project safety meetings held for Field Supervisor(s)?<br>If yes, frequency: <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Monthly <input type="checkbox"/> Monthly <input type="checkbox"/> As Needed | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>B</b> Are project safety inspections conducted?<br>If yes, who performs inspections? _____<br>How often? _____<br>Who is required to attend? _____  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>C</b> Does your organization have a written safety program?<br>If yes, provide a copy. It will become a compliance document upon contract award.  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>D</b> Does your organization have a safety orientation program for new employees?<br>For employees promoted to Field Supervisor?<br>If yes, does your Supervisor Safety Program include instructions on the following:                | <input type="checkbox"/> | <input type="checkbox"/> |
| Safety Work Practices  | <input type="checkbox"/> | <input type="checkbox"/> |
| Toolbox Safety Meetings  | <input type="checkbox"/> | <input type="checkbox"/> |
| First Aid Procedures   | <input type="checkbox"/> | <input type="checkbox"/> |
| Accident Investigation   | <input type="checkbox"/> | <input type="checkbox"/> |
| Fire Protection  | <input type="checkbox"/> | <input type="checkbox"/> |
| New Worker's Orientation   | <input type="checkbox"/> | <input type="checkbox"/> |



## 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):

|             |   |
|-------------|---|
| \$2,000,000 | Each Occurrence                         |
| \$1,000,000 | Personal and Advertising Injury         |
| \$1,000,000 | 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**

|                  |              |
|------------------|--------------|
| <b>VENDOR</b>    |              |
| <b>NAME</b>      | <b>TITLE</b> |
| <b>SIGNATURE</b> | <b>DATE</b>  |



Verification Relation to Prohibited Contracts – Israel

CITY OF SAN ANGELO, TEXAS, RFB ES-07-20

My name is [FIRST] [MIDDLE] [LAST] "Declarant";

My date of birth is [BIRTHDAY]; and,

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

My position with [CONTRACTING COMPANY], contracting company, is [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] County, State of [OFFICE HELD], on the

[DAY] day of [MONTH], 20 [YEAR]

DECLARANT SIGNATURE



## Draft Contract Cover Acknowledgement

\_\_\_\_\_ 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 ES-07-20/ FRICTION SEAL FOR PAVEMENT PRESERVATION

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    ENGINEERING SERVICES**

**Contract Manager/Title:** Lance Overstreet, City Engineer

**Address:** 301 W. Beauregard Ave.

**City/State/Zip:** San Angelo, Texas 76903

**Telephone:** 325-657-4201

**Email Address:** [Lance.Overstreet@Cosatx.us](mailto:Lance.Overstreet@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:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**General Description of Project & Scope of Work:**

2020 GSB Friction Seal Project.

**Effective Date:**

This contract shall be effective from and after the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_  
Day Month Year

**Date of City Council Authorization:**

\_\_\_\_\_ MM/DD/YYYY



**Contract Time:**

Contractor agrees to substantially complete work within NINETY (90) consecutive days after the date Work commences as established by the Notice to Proceed, except upon

- Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to the authority of their governing bodies.

**Davis Bacon Act:**

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 \$ \_\_\_\_\_
- Bid Sheet provided by Contractor in response to RFB ES-07-19, a copy of which is attached hereto and made a part hereof for all purposes. \$ \_\_\_\_\_

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: ES-07-19/Friction Seal
- Addendum 1 to bid dated \_\_\_\_\_, \_\_\_\_\_
- Addendum 2 to bid dated \_\_\_\_\_, \_\_\_\_\_
- Addendum 3 to bid dated \_\_\_\_\_, \_\_\_\_\_
- Scope of Work, attached hereto as **Exhibit** “\_\_\_\_\_” and made a part hereof for all purposes.
- Bid Sheet submitted by Contractor dated \_\_\_\_\_, \_\_\_\_\_, attached hereto as **Exhibit** “\_\_\_\_\_” and made a part hereof for all purposes.
- 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) \*
- FEMA Compliant Standard Performance Contract Terms and Conditions (effective April 17, 2020) \*
- FEMA Compliant Standard Professional Services Contract Terms and Conditions (effective April 17, 2020) \*
- FEMA Compliant Owner’s Construction General Conditions (effective April 17, 2020) \*
- City of San Angelo Special Contract Terms for \_\_\_\_\_ Contracts (effective \_\_\_\_\_, \_\_\_\_\_) \*
- Plans: “(Project No. 2019-11-634) GSB-Friction Seal Surface Treatment” – Prepared by SKG Engineering
- Technical Specifications: “GSB-Friction Seal General Notes and Specifications” – Prepared by SKG Engineering
- Contractor’s Response to RFB: ES-07-20/Friction Seal
- Other: \_\_\_\_\_

\* 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 this Request for Bids 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 Form (with IRS Form W-9)
- Specifications Worksheet
- Bid Sheet
- "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
- List of References
- List of Proposed Subcontractors and Suppliers
- Verification Relating to Prohibited Contracts – Israel
- Special Insurance Rider
- Certificate of Insurance – Submitted on ACCORD 25 Form
- 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), with original submitted to City of San Angelo Purchasing Division (72 W. College Avenue, San Angelo, Texas 76903).

**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:** \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

By: \_\_\_\_\_  
*(Print Name and Office Held)*

Date: \_\_\_\_\_

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

**CITY OF SAN ANGELO, TEXAS:**

By: \_\_\_\_\_  
Daniel Valenzuela, City Manager

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Julia Antilley, City Clerk

Date:  
(Seal) \_\_\_\_\_

**CITY OFFICIAL APPROVALS:**

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Nolan A. Sosa, Purchasing Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Lance Overstreet, City Engineer

APPROVED AS TO RISK:

\_\_\_\_\_  
Charles Hagen, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Dan T. Saluri, Deputy City Attorney