



City of San Angelo

REQUEST FOR PROPOSALS

NFS-03-20

Neighborhood and Family Services Department
Bradford Storm Recovery Reconstruction Project II

SUBMITTAL DEADLINE : June 23, 2020 / 2:00 PM, LOCAL TIME

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



TABLE OF CONTENTS

1. INVITATION	4
1.1 General.....	4
1.2 Confidentiality.....	4
1.3 Document Availability.....	4
1.4 Digital Format.....	4
1.5 Insurance and Indemnification Requirements.....	4
1.6 Interpretations.....	4
1.7 Required Response.....	4
1.8 Deadline and Delivery Location.....	4
1.9 Copies.....	5
1.10 Delivery Address.....	5
1.11 Addenda.....	5
1.12 Award of Contract.....	5
1.13 Acceptance of Proposal Content.....	5
1.14 Equal Employment Opportunity.....	5
1.15 Proposal Term.....	5
1.16 Points of Contact.....	5
2. INSTRUCTIONS TO RESPONDENTS	6
2.1 Corrections, Additions, or Deletions.....	6
2.2 Examinations of RFP Documents.....	6
2.3 Taxes.....	6
2.4 Authorized Signature.....	6
2.5 Modification or Withdrawal of Proposals.....	6
2.6 Restrictions on Communication.....	6
2.7 Disqualification.....	7
2.8 Reservations.....	7
2.9 Acceptance.....	7
2.10 Order Placement.....	7
2.11 Invoices and Payment.....	7
2.12 Gratuities.....	8
2.13 Safety Warranty.....	8
2.14 Termination.....	8
2.15 Force Majeure.....	8
2.16 Assignment – Delegation.....	8
2.17 Waiver.....	8
2.18 Modifications.....	8
2.19 Interpretation – Parol Evidence.....	8
2.20 Applicable Law.....	8
2.21 Advertising.....	9
2.22 Right to Assurance.....	9
2.23 Equal Employment Opportunity.....	9
2.24 Conflict of Interest.....	9
2.25 Certificate of Interested Parties (Form 1295).....	9
2.26 Taxes and Permits.....	10
2.27 Examination of Contract Documents.....	10
2.28 Subcontractors and Suppliers.....	10
2.31.1. Subcontractor Qualification.....	10
2.31.2. Suppliers.....	11
2.32. Performance and Payment Bonds.....	11
2.33. Waiver of Performance and Payment Bonds.....	11
2.34. Employment Requirements and Wage Rates.....	11
2.34.1. General.....	11
2.34.2. Records.....	12



- 2.34.3. Penalty 12
- 2.34.4. Hours of Labor..... 12
- 2.34.5. Veterans Preference 12
- 2.34.6. Prevailing Wage and Hour Decision 12
- 2.29 Legal Venue 18
- 2.30 Funds - Price 18
- 2.31 Time of Performance..... 18
- 3. SCOPE OF SERVICES REQUESTED 19**
- 4. RFP SUBMISSION FORMAT 20**
 - 1. Cover Page 20
 - 2. Table of Contents 20
 - 3. Scope (1-2 Pages) 20
 - 4. Floor Plans **Error! Bookmark not defined.**
 - 5. Staff Qualifications and Organization Experience (5 pages maximum)..... 20
 - 6. Quality of Similar Projects (5 pages maximum) 20
 - 7. Approach in Providing Services (5 pages maximum) 20
 - 8. References 20
 - 9. Statement of Qualifications (3 pages maximum) 21
 - 10. Additional Service Offerings (3 pages maximum) 21
 - 11. Fee Schedule 21
 - 12. Letter of Engagement..... 21
 - 13. Required Forms..... 21
- 5. SELECTION PROCESS 22**
- 6. ATTACHMENTS 23**
- 7. NO BID REPLY 24**
- 8. REQUIRED SUBMISSION FORMS 25**
 - Contact Information 26
 - Addenda Acknowledgement..... 27
 - Disclosure of Certain Relationships 28
 - Conflict of Interest Questionnaire Instructions 29
 - Conflict of Interest Questionnaire 30
 - Debarment and Suspension Certification Instructions 31
 - Debarment and Suspension Certification..... 32
 - Local Preference Consideration Instructions 33
 - Local Preference Consideration Application 34
 - Vendor Compliance with Reciprocity on Non-Resident Vendors 35
 - List of References..... 36
 - List of Proposed Subcontractors and Suppliers 38
 - Vendor Safety Record 41
 - Special Insurance Rider 42
 - Verification Relation to Prohibited Contracts – Israel..... 45
 - Certification for Contracts, Grants, Loans, and Cooperative Agreements 46
 - Draft Contract Cover Acknowledgement..... 47
 - Draft Contract Cover..... 48



1. INVITATION

1.1 General

The City of San Angelo Neighborhood and Family Services Department seeks responses from qualified general contractors for the construction of one (1) home pursuant to the Neighborhood Revitalization Program. This project is to build a new house with minimum of 1295 heat/cool square feet, 3 bedroom/2 bath with a 1 car garage and wooden fence (see attached specs). Vendors will be required to submit two (2) floor plans with elevations that meet the minimum square footage so homeowner will have a selection option. Property must be surveyed by awarded builder.

Estimated Project Start Date: July 13, 2020

Estimated Length of Project: 180 working 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 proposal unless clearly identified as such.

1.3 Document Availability

Proposal 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 > RFP: NFS-03-20 / Bradford Storm Recovery Reconstruction II

1.4 Digital Format

If proposal 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 proposal package. If, in its response, respondents make any changes whatsoever to the published proposal specifications, the proposal specification **as published** shall control. Furthermore, if an alteration of any kind to the proposal 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 or in writing. Please include the RFP 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 Proposal (RFP) 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 RFP submittals must be received no later than **June 23, 2020 at 2:00 PM, Local Time**. The time recorded at www.time.gov will serve as the official record of time. Proposals 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 RFP submittal arrives in the Purchasing Office by the specified deadline, regardless of the method chosen by the firm for delivery.

Faxed or electronically submitted proposals will not be accepted.

1.9 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 RFP forms. **Please clearly indicate which is the original copy.**

1.10 Delivery Address

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

Mark Sealed Envelope: RFP: NFS-03-20 / Bradford Storm Recovery Reconstruction Project II

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 proposal package**. Respondent is responsible for checking the City's website to determine if any addenda have been issued prior to submitting a proposal. 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 proposals, and to waive any informalities or irregularities in the RFP 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.

1.13 Acceptance of Proposal Content

Before submitting a proposal, 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 proposal will rely. If the respondent receives an offer because of its proposal, 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 Proposal Term

The proposal 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

Bob Salas, Director
Neighborhood and Family Services 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 Examinations of RFP 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

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

2.5 Modification or Withdrawal of Proposals

Proposals **CANNOT** be altered or amended after the closing time. Proposals may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Division. A proposal 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 proposal. No proposal 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 RFP from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City officials/employees/agents from the time the RFP 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 RFP and/or proposal submitted by respondent. Violation of this provision by respondent and/or its agent may lead to disqualification of respondent's proposal 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 RFP.
3. Respondents may submit written questions concerning this RFP 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 RFP 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/bids>. 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.

2.7 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 proposal is not received by the proposal submittal deadline; or,
- F. The proposal 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 proposals AND:

- A. Waive any defect, irregularity, or informality in any proposal or bidding procedure.
- B. Extend the proposal closing time and date.
- C. Reissue a bid invitation or RFP.
- 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 Order Placement

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 Proposals. Invoices will bear the name of the firm and will be addressed to the appropriate City Point of Contact, Contract Number (NFS-03-20), and Purchase Order number. Invoices will be in itemized format and provide sufficient 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 Safety Warranty

Vendor warrants that any product sold to City pursuant to this solicitation 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 vendor's expense. In the event vendor fails to make the appropriate correction within a reasonable time, correction made by City will be at vendor's expense.

2.14 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.

2.15 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.

2.16 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.

2.17 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.

2.18 Modifications

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

2.19 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.

2.20 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.



2.21 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.

2.22 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.

2.23 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.

2.24 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.

2.25 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.

2.26 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.

2.27 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.

2.28 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 twenty-four (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.

2.31.1. 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.

2.31.2. 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.

2.32. Performance and Payment Bonds

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.

Copies of Performance and Payment Bonds shall be delivered to the City's Risk Manager and the Purchasing Division.

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. Employment Requirements and Wage Rates

2.34.1. 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.

2.34.2. 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.

2.34.3. 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**.

2.34.4. 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 workday. Violation of this provision is punishable by fine and imprisonment pursuant to **§650.003 of the Texas Government Code**.

2.34.5. 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.

2.34.6. Prevailing Wage and Hour Decision

Chapter 2258 of the Texas Government Code requires contractors and subcontractors performing work on public works contracts to pay wages at a rate consistent with the rate prevailing in the area. Under federal law, the United State Department of Labor is required to maintain a prevailing Wage and Hour Decision for each geographical area. Compliance with the published decision meets the requirements of the Texas Government Code.

Additionally, all contractors and subcontractors must pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area.

If the Wage Decision lists fringe benefits, you must either provide the benefits or pay the hourly equivalent in cash in addition to the predetermined wage.

Labor classifications not appearing on the Wage Decision will be deferred to the U.S. Department of Labor (DOL) for approval.

The selected vendor will be responsible for compliance with the applicable portion of Davis-Bacon and related acts and any such decision applicable at the time work is performed.



"General Decision Number: TX20200282 01/03/2020

Superseded General Decision Number: TX20190282

State: Texas

Construction Type: Building

Counties: Irion and Tom Green Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

ENGI0178-005 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson		



The City of San Angelo ★ Texas
Purchasing Division

72 W. College Ave. 76903 • 325.657.4219
www.cosatx.us/bids • sapurch@cosatx.us

Attachment and Hydraulic Crane 60 tons and above.....\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....\$ 27.50	10.60

* IRON0084-011 06/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....\$ 24.42		7.12

* PLUM0404-001 09/01/2019

	Rates	Fringes
PLUMBER.....\$ 25.55		8.56

SUTX2014-062 07/21/2014

	Rates	Fringes
BRICKLAYER.....\$ 20.00		0.00
CARPENTER, Excludes Drywall Hanging, and Metal Stud Installation.....\$ 13.82		0.00
CEMENT MASON/CONCRETE FINISHER...\$ 13.76		0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....\$ 16.72		0.00
ELECTRICIAN.....\$ 23.18		6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....\$ 19.77		7.13
IRONWORKER, REINFORCING.....\$ 12.27		0.00
IRONWORKER, STRUCTURAL.....\$ 22.16		5.26
LABORER: Common or General.....\$ 9.74		0.00
LABORER: Mason Tender - Brick...\$ 11.38		0.00
LABORER: Mason Tender - Cement/Concrete.....\$ 10.58		0.00
LABORER: Pipelayer.....\$ 12.49		2.13
LABORER: Roof Tearoff.....\$ 11.28		0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 14.25		0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$ 13.93		0.00



OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 14.83	0.00
OPERATOR: Grader/Blade.....	\$ 13.37	0.00
OPERATOR: Loader.....	\$ 13.55	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.70	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 15.00	0.73
PIPEFITTER.....	\$ 25.80	8.55
ROOFER.....	\$ 13.17	0.26
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 15.00	0.00
TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 14.74	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is



like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007



in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request



review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

2.29 Legal Venue

Tom Green County, Texas

2.30 Funds - Price

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

2.31 Time of Performance

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



3. SCOPE OF SERVICES REQUESTED

Scope of Service Requested	Yes	No
Construct new home according to the floor plan provided to include concrete slab, driveway, wall and roof framing, electrical, plumbing, HVAC, and all interior and exterior work as specified in the attached specs and floor plan.		



4. RFP SUBMISSION FORMAT

Qualifications shall be submitted in the following format with each element requested and/or form furnished as specified to facilitate evaluation of the proposals. The detailed requirements in this RFP are **mandatory**.

FAILURE TO ADHERE TO THE REQUIRED FORMAT MAY BE CAUSE FOR REJECTION OF PROPOSAL.

To aid in the evaluation, all responses shall follow the same general format. Each section has a maximum page limit:

1. Cover Page

Show the subject, the name of your firm, address, telephone number(s), name of contact person, and date. Clearly indicate "RFP: NFS-03-20 Bradford Storm Recovery Reconstruction Project II" on this page.

2. Table of Contents

Include a clear identification of services by section and by page number.

3. Scope (1-2 Pages)

Clearly articulate the scope of the required services to be provided. Ensure the scope of services are consistent with the City's needs defined in Section -- "Scope of Services Requested."

4. Staff Qualifications and Organization Experience (5 pages maximum)

Please identify the key personnel that will be working on this project. Make sure to reference proposed staff members as they relate to qualification for specific disciplines/category. This section should include resumes and/or information to expound on the proposed staff experience and qualifications.

5. Quality of Similar Projects (5 pages maximum)

Indicate your capability to meet schedules, deadlines, and minimum requirements prescribed in Section -- "Scope of Services Requested." Highlight the quality of each similar project or agreement previously undertaken and your capability to complete a similar project or agreement without major cost escalation or overrun. Provide at least three comprehensive project descriptions and references from organizations for which you have performed similar services.

6. Approach in Providing Services (5 pages maximum)

Based on the general requirements listed in this RFP document, please describe your overall approach and methodology for completing the services as requested.

7. References

Please provide information in this section on references for similar services you have provided for other municipalities or similar institutions. **For this section, respondents must use the form titled "List of References" included in "Submission Forms."** You may also include additional information to supplement the information included on the reference pages.



8. Statement of Qualifications (3 pages maximum)

Respondents shall submit a narrative discussion of the knowledge, skills, abilities, and other qualities which relate to the desirable qualifications of this solicitation. This section should substantiate the respondent's ability to provide excellent value to the City in conformance with the terms, conditions, timelines, and requirements established by this solicitation.

9. Additional Service Offerings (3 pages maximum)

Provide any additional information considered essential to this proposal and all other required forms.

10. Fee Schedule

Provide fixed fee estimates for the work requested herein. List pricing for all applicable labor, materials, and overhead and provide detailed information regarding each line item in your fee schedule. Also, please include a "Grand Total". The City of San Angelo does not pay for services/goods before it receives them. The City cannot accept contract terms for upfront payment terms or deposits.

11. Letter of Engagement

When a respondent is selected by the City to perform the requested services, that organization shall provide a letter of engagement that includes the scope of work and all applicable fees.

12. Required Forms

Complete all required forms specified in Section - "Required Submission Forms." Note that failure/refusal to adhere to the requirements in "Required Submission Forms" may result in the rejection of your submission as non-conformant.



5. SELECTION PROCESS

A selection committee will evaluate and rank the proposals in relation to the published selection criteria within 60 days after the opening.

The City’s process is as follows:

1. The City will evaluate and rank the proposals in relation to the published selection criteria within sixty (60) days after the opening.
2. The City reserves the right to revise the proposal and then request “Best and Final Offers” from the top candidates following the initial evaluation.
3. The City will then select the proposal that offers the best value based on the published selection criteria and its ranking evaluation.
4. Following the selection process, the contract negotiation process begins, and the City will negotiate first with the highest ranked offer. At this stage, the City may discuss modifications to the proposed scope, time and price. Modifications are not required. If modifications are discussed but not mutually agreed upon, a final contract may still be negotiated and mutually agreed upon based on the original response to the RFP. If the two parties are unable to reach a final agreement, the City will notify that respondent in writing that formal negotiations are ended.
5. The City may then negotiate with the next ranked respondent. This process continues in the order of the selection ranking until a final contract is reached or all proposals are rejected.
6. The City reserves the right to reject all proposals and procure goods/services through alternative means.

The proposals will be evaluated based on the criteria and weighting detailed below:

ITEM	CRITERIA	POINTS
1	Completeness and conformity of the reply to the RFP	20
2	Overall approach and methodology to be used to accomplish the RFP requirements	35
3	Staff Qualifications and Organization Experience	35
4	References	10
Total		100



6. ATTACHMENTS

- A. City of San Angelo Owner's General Construction Conditions (effective April 16, 2018)
- B. Technical Specifications – Construction of 1220 E. 24th Street
- C. Floor Plan – Construction of 1220 E. 24th Street
- D. Zoom Public Opening Instructions



7. NO BID REPLY

FOR RFP: NFS-03-20 / BRADFORD STORM RECOVERY RECONSTRUCTION PROJECT II

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 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

COMPANY	
NAME	TITLE
SIGNATURE	DATE

THANK YOU FOR YOUR ASSISTANCE!



8. 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 RFP forms.

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

Please submit all forms in the following order:

- Response to RFP: NFS-03-20 Bradford Storm Recovery Reconstruction Project II
- Contact Information Form
 - IRS Form W-9
- Addenda Acknowledgment Form
- Disclosure of Certain Relationships 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
- Certification for Contracts, Grants, Loans, and Cooperative Agreements
- Draft Contract Cover and Contract

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 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 proposal, 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 proposal.

SUBMIT ALL FORMS BEYOND THIS POINT



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.

NAME	
TITLE	E-MAIL
SIGNATURE	DATE

PRIMARY CONTACT • PLEASE PRINT

Complete 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



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 Bid 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 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.



Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<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	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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> <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>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.</p>		
<p>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).</p>		
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

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.



Debarment and Suspension Certification Instructions

1. By signing and submitting this proposal, 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 proposal 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," "proposal," 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 proposal 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 proposal 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 their submission.

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 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.

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	



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 local area subcontractors and suppliers.** Make as many copies of this form as necessary to cover all categories of work.

1	Category of Work	GENERAL CONTRACTOR
	% of Proposed Contract Amount	
	Business Name	
	Contract Name	
	Telephone	
	Address, City, State, Zip	

2	Category of Work	
	% of Proposed Contract Amount	
	Business Name	
	Contract Name	
	Telephone	
	Address, City, State, Zip	

3	Category of Work	
	% of Proposed Contract Amount	
	Business Name	
	Contract Name	
	Telephone	
	Address, City, State, Zip	

4	Category of Work	
	% of Proposed Contract Amount	
	Business Name	
	Contract Name	
	Telephone	
	Address, City, State, Zip	



5	Category of Work	
	% of Proposed Contract Amount	
	Business Name	
	Contract Name	
	Telephone	
	Address, City, State, Zip	

6	Category of Work	
	% of Proposed Contract Amount	
	Business Name	
	Contract Name	
	Telephone	
	Address, City, State, Zip	

7	Category of Work	
	% of Proposed Contract Amount	
	Business Name	
	Contract Name	
	Telephone	
	Address, City, State, Zip	

8	Category of Work	
	% of Proposed Contract Amount	
	Business Name	
	Contract Name	
	Telephone	
	Address, City, State, Zip	



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

10	Category of Work	
	% of Proposed Contract Amount	
	Business Name	
	Contract 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
A Are regular project safety meetings held for Field Supervisor(s)? 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 Are project safety inspections conducted? If yes, who performs inspections? _____ How often? _____ Who is required to attend? _____	<input type="checkbox"/>	<input type="checkbox"/>
C Does your organization have a written safety program? If yes, provide a copy. It will become a compliance document upon contract award.	<input type="checkbox"/>	<input type="checkbox"/>
D Does your organization have a safety orientation program for new employees? For employees promoted to Field Supervisor? 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"/>
Tool Box 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):

\$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, RFP NFS-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



Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

CONTRACTOR
AUTHORIZED AGENT • PLEASE PRINT

VENDOR	
NAME	TITLE
SIGNATURE	DATE



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: NFS-03-20 / BRADFORD STORM RECOVERY RECONSTRUCTION II

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 NEIGHBORHOOD AND FAMILY SERVICES DEPARTMENT

Contract Manager/Title: Bob Salas, Director of Neighborhood and Family Services

Address: 52 W. College Avenue

City/State/Zip: San Angelo, Texas 76903

Telephone: 325-655-0824

Email Address: Robert.Salas@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:

Construction of Chadbourne Street Utilities Improvements including rehabilitation of sanitary sewer systems and reconstruction of water mains as well as conduit installation.

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 180 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 \$ _____
- Schedule of Rates and Charges (Fee Schedule) \$ _____
- 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:

- RFP: NFS-03-20/Bradford Storm Recovery Project II
- City of San Angelo Owner's General Construction Conditions (effective April 16, 2018) *
- Floor Plan – 1220 E. 24th Street
- Contractor's Response to RFP: NFS-03-20/Bradford Storm Recovery Project II

* 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 (RFB) 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 RFB 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)
- Bid Security (based on base bid price)
- Performance and Payment Bonds (if applicable)
- Addenda Acknowledgement
- Disclosure of Certain Relationships
- "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
- Certification for Contracts, Grants, Loans, and Cooperative Agreements
- 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 (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

ATTEST:

By: _____
Julia Antilley, City Clerk

Date: _____ SEAL: _____

CITY OFFICIAL APPROVALS:

APPROVED AS TO CONTENT:

Nolan A. Sosa, Purchasing Manager

APPROVED AS TO CONTENT:

Bob Salas, Director of Neighborhood
and Family Services

APPROVED AS TO RISK:

Charles Hagen, Risk Manager

APPROVED AS TO FORM:

Dan T. Saluri, Deputy City Attorney