

\$25.00

CITY OF SAN ANGELO
REQUEST FOR BIDS
RFB No: CFM-01-15

Construction & Facilities Maintenance

Asbestos Abatement – City Hall Auditorium

Contract Documents
Specifications



City of San Angelo
72 West College Avenue
San Angelo, Texas 76903

SUBMITTAL DEADLINE
June 23, 2015 3:00 PM Local Time

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This Table of Contents is intended as an aid and not as a comprehensive listing of the Bid package. Respondents are responsible for reading the entire package and complying with all specifications.

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REQUEST FOR BID

Scope of Work

The work specified herein shall be the removal and disposal of asbestos-containing materials by competent persons; trained, knowledgeable and qualified in the techniques of abatement, handling and disposal of asbestos containing and asbestos contaminated materials and the subsequent cleaning of contaminated areas, who comply with all applicable Federal, State, and Local regulations and are capable of and willing to perform the work of this Contract.

The successful bidder shall furnish all necessary labor, supervision, tools, supplies, insurance and required equipment to perform the work in a workman like manner. All work performed is subject to the provisions of Part 40 CFR, Texas Department of Health, all local codes and regulations and these specification.

It is the intent of the Contract Documents to show all of the work necessary to complete the project.

Asbestos abatement is to be performed for City of San Angelo at:

City Hall
72 W. College
San Angelo, TX 76903

The work will consist of the removal of the following asbestos-containing materials:

Base Bid:

1. Approximately 4,385 square feet of asbestos containing sheetrock/joint compound/texture from the walls and ceilings as marked on the floor plan.
2. Approximately 250 square feet of asbestos containing decorative wall panels from the front of the stage. This material shall be removed under full containment as per these specifications. These panels appear to be nailed on. There are rectangular panels on the front with strips behind. If possible, the City would like to salvage a few of the rectangular panels.
3. There are several pipe chases in the area where sheetrock is being removed. Some of these chases may be plaster. All chases must be removed and any pipe insulation and/or fittings found within these chases shall be removed under full containment with the sheetrock.
4. There are 17 stage lights that have asbestos containing wiring. These lights are to be removed and the wiring disposed of. The wiring has a plug-in so there will be no need for wiring disconnect. The wires for each light are about three feet long.

All quantities are approximate and must be verified by the contractor during the pre-bid walk through.

Document, Plans and Specifications Availability

Contract documents, including plans and specifications are available and may be examined without charge in the Purchasing Department, Suite 330, City Hall, San Angelo, Texas or downloaded at <http://cosatx.us> at no cost.

Bid documents, plans, and specifications may be obtained at the Purchasing Department, Suite 330, City Hall at a cost of \$25.00 per set. No refunds will be made and no partial sets will be issued.

Digital Format

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

Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are included within the draft project agreement form included within this **Bid** package. Please read the bold note at the top of the first page of the draft project agreement form and review the insurance and indemnification requirements listed in Section 5 of

that form with your insurance agent **prior** to submitting your **Bid**.

MANDATORY Pre-Bid Conference and Site Investigation

A Mandatory Pre-Bid Conference will be held on, **June 9, 2015 at 1:30 P.M.**, at the City Hall Auditorium (entrance through City Hall front door) **at 72 W. College Ave., San Angelo, TX. 76903**. Representatives of the City will discuss the project and answer questions regarding **Bid** procedures. At this time, all potential bidders must perform a site investigation as a pre-requisite to bid.

Delivery of Bid

Sealed Bids must be addressed to the Purchasing Department-RFB CFM-01-15 and will be received until **3:00 P.M., Local Time, June 23, 2015**.

Mark Sealed Envelope: Sealed Bid Enclosed
RFB No. CFM-01-15/ Asbestos Abatement

USPS: City of San Angelo
Purchasing Department
RFB: CFM-01-15
72 W. College Ave.
San Angelo, Texas 76903

Delivery Service: City of San Angelo
Purchasing Department
RFB: CFM-01-15
72 W. College Ave., Suite 330
San Angelo, Texas 76903

It is the sole responsibility of the firm to ensure that the sealed submittal arrives at the above location by specified deadline regardless of method chosen by the company for delivery.

Faxed or electronically transmitted submittals will not be accepted

Bid Withdrawal

No Bid may be withdrawn within a period of 90 days after the date fixed for opening.

Rejection of Bids

The City of San Angelo reserves the right to reject all Bids, to waive informalities or irregularities, and to reject non-conforming, non-responsive, or conditional Bids.

Qualification Statement

Prospective Respondents should be advised that a qualification statement might be required by the Owner upon request.

Confidentiality

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

Equal Opportunity Employers

All contractors and subcontractors must be Equal Opportunity Employers

Disadvantaged and Minority Respondents are encouraged to participate.

Points of Contact**Julia Antilley, Division Manager**

Purchasing Division
City of San Angelo
72 West College Avenue
San Angelo Texas, 76903
Telephone: (325) 657-4219
Email: sapurch@cosatx.us

Russell Pehl P.E., Interim City Engineer

Engineering Services Division
City of San Angelo
72 West College Avenue
San Angelo Texas, 76903

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1. INSTRUCTIONS

1.1. Restrictions on Communication

Respondents should not communicate with: 1) elected City officials and their staff regarding the RFB or Bids from the time the RFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFB and/or Bid submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's Bid from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Conversations with the current contract holder concerning operations;
2. Private (non-business) contacts with the City by the Proposer's employees acting in their personal capacity;
3. Casual social contacts that do not include mention of this RFB;
4. Respondents may submit written questions concerning this RFB to the Staff Contact Person listed below until seven (7) days prior to the submission deadline. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Julia Antilley, Purchasing Division Manager
Email: sapurch@cosatx.us

Please ensure the RFB Number and Title is in the Subject Line.

Suppliers must submit their questions using the following format.

- Supplier's name, requester, and appropriate contact information
 - Clearly state the question
 - Include specific reference to the applicable Request for Bid section(s)
5. Questions, if answered, will be posted in the form of an Addendum to the City's website at www.cosatx.us. Respondent is responsible for calling the City to determine if any addendums have been issued prior to their submittal. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Addenda will be binding.

It is the Proposer's responsibility to ensure all addendums have been considered prior to submitting an offer. All addendums will be
 6. 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. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
 7. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date.
 8. The City reserves the right to accept or reject any or all Bids, and to waive any informalities or irregularities in the RFB process.

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.

1.2. Interpretations

All questions about the meaning or intent of this Request shall be submitted to the Purchasing Department in writing. Replies may be issued by Addenda. All addendums are posted on the City's website as they are issued. It is the Proposer's responsibility to ensure all addendums have been considered prior to submitting an offer.

Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

1.3. Submission of Bid

Each Bid and accompanying data shall be enclosed in a sealed opaque envelope or wrapping, addressed to the City of San Angelo, Texas, marked BID ENCLOSED and identified on the outside with the Respondent's name and with the Bid number and/or title as stated in this RFSB. The Owner will not be responsible for the premature opening of any Bid which is not submitted in a satisfactory BID ENVELOPE or which is not properly addressed and identified.

If the Bid is sent by carrier (Fed Ex, UPS, etc.), the sealed envelope shall be enclosed in the carrier's packaging with the notation "BID ENCLOSED" on the face thereof.

Bids shall be delivered to the designated location prior to the time and date for receipt of Bids indicated in this RFSB, or the modified time and date indicated by Addendum. Bids received after the time and date for receipt of Bids will not be evaluated.

Respondent shall assume full responsibility for timely delivery at the location designated for receipt of Bids. No Respondent may submit more than one offer. Multiple Bids under different names will not be accepted from one firm or association.

The Purchasing Division clock will be the official time for receiving Bids. Bids submitted after the bid submission deadline will not be opened.

1.4. Modifications – Corrections, Deletions or Additions

No phone, fax, or email changes to Bids will be accepted. Prices cannot be changed after Bids are opened. Corrections, deletions, or additions shall be submitted in writing and delivered in a sealed envelope prior to Bid opening.

The Owner reserves the right to consider any Bid "non-responsive" if the Base Bid pricing is determined to be unreasonable or irresponsible in relation to the other submitted Bids and/or the Owner's cost estimate.

1.5. Bid Form

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation shall be shown below the corporate name. Bids by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

The names of all persons signing must also be legibly printed below the signature. A Bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principle may be held to be the Bid of the individual signing. When requested by Owner, evidence of the authority of the person signing shall be furnished.

Bid forms must be completed in ink. All blank spaces in the Bid Form shall be filled. A Bid price shall be indicated for each item and alternative listed therein, or the words "No Bid", "No Charge", or other appropriate phrase shall be entered. Bids received without all such items completed may be considered nonresponsive.

The Respondent is not required to acknowledge receipt of Addenda but shall include all addenda in Respondent's response. No alterations in Bids or alterations made to the printed forms, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Respondent. Failure to consider all Addenda's prior to submitting a Bid shall be at the risk of the Offeror.

1.6. Withdrawal of Bids

Bids may be modified or withdrawn by contacting the Purchasing Department and requesting withdrawal any time prior to opening of Bids. Notice must be in writing. Notices by email, fax, or phone will not be accepted.

1.7. Rejection of Bids

The Owner reserves the right to reject any and all Bids, and does not bind himself to accept the lowest Bid or any Bid for this work or any part thereof and shall have the right to ask for new Bids for the whole or parts, should he desire to do so.

Bids will be rejected if:

- The Bid is not received by the Bid Opening Deadline.
- The Bid is not executed by a person authorized to enter into a contract for the company.
- The Respondent is debarred or suspended from working on federal or other government projects.
- The Bid Guarantee (Bid Bond) is not submitted or is not in the name of company submitting a Bid.

The City reserves the right to waive any or all informalities, and to reject nonconforming, non-responsive, or conditional Bids.

1.8. Award and Execution of Documents

If the Contract is awarded, it shall be awarded to the bidder whom, in the Owner's judgment, is the lowest responsive, responsible Bidder. Owner reserves the right to reject any or all Bids, to waive any or all informalities, and to reject nonconforming, non-responsive, or conditional bids.

The award of the bid, if it is awarded, will be to the lowest responsible Bidder whose qualifications indicate the award will be in the best interest of the Owner and Bid complies with all the prescribed requirements. In analyzing Bids, the Owner may take into consideration alternates and unit prices, if requested by the Bid forms.

Failure of the selected Bidder to deliver the required Contract Documents, including the required Bonds and insurance, within thirty (30) days of the Notice of Award to selected Bidder shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited, not as a penalty, but as liquidation of damages to the Owner.

In evaluating Bids, the Owner shall consider the Criteria for determining Lowest Responsible Bidder adopted by the City Council and included herein. In determining the lowest responsible bidder, the following criteria will be considered.

- Was the bid received within the time and date specified in the Request for Bid (RFB)?
- Was the bid executed by a person authorized to sign for the company?
- Was pricing provided as requested in the Request for Bids?
- Does the bid meet the minimum specifications?
- Does the bidder and bidder's subcontractors have adequate experience and technical experience to successfully fulfill the contract requirements?
- Did the bidder provide a list of references to include company or individual name, contact person, phone number?
- Did the bidder provide a list of projects of similar size and dollar amount as this project?
- What is the bidder's quality and performance on previous contracts?
- Is the bidder on the federal, state, or other debarment lists?
- Has the bidder been terminated from a project for non-compliance or substandard work?
- Does the bidder have the financial resources to provide the necessary equipment, materials, labor, etc., to successfully complete the project? Can the bidder provide a performance and payment

bond in an amount equal to the total amount of the project?

- Does the bidder have a permanent place of business?
- Does the bidder have a satisfactory safety record?
- Does the bidder have adequate staff available to complete the project within the period specified?
- Can the bidder provide the required insurance coverages as specified?
- Does the bidder have a satisfactory work history with the City?
- Has the bidder or bidder's subcontractors been convicted of any criminal acts?

"Lowest Responsible Bidder" is defined as: one who submits the lowest bid and who has proven themselves capable of performing a contract and appears financially and technically capable of adequately performing the contract.

1.9. Bid/Bid Security

Each Bid must be accompanied by a Security Bond, Certified or Cashier's Check (on a solvent bank in the State of Texas), drawn to the order of the Owner in the sum of not less than five percent (5%) of the total amount of the Bid. The security bond must be executed by a surety meeting the requirements set forth in the General Conditions and in the name of the prime contractor. The bond shall be made payable without condition to the City of San Angelo, Texas.

1.10. Security Forfeiture

Failure of the selected Respondent to deliver the required Contract Documents, including the required Bonds and insurance, within thirty (30) days of the Notice of Award to the selected Respondent shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited, not as a penalty, but as liquidation of damages to the Owner.

1.11. Return of Security

The security of the successful Respondent will be retained until he has executed the contract agreement and furnished the required Contract Security and insurance, whereupon checks furnished as bid security will be returned. The security of any Respondent whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the day after the required documents are delivered by the selected Respondent to Owner but not to exceed 90 days after the Bid opening. Checks furnished as bid security by other Respondents will be returned within 60 days of the Bid opening.

1.12. 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 Owner or the selected Respondent in connection with the Work shall be paid by the Respondent. The Bid prices shall include all such taxes and the costs of all required permits. The City is exempt from State Sales Tax, Tax Exemption Number 75-6000-659.

1.13. Examination of Contract Documents

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

1.14. Familiarization with the Type of Work

Before submitting a Bid, each prospective Respondent shall familiarize himself with the Work, local labor conditions and all laws, regulations, and other factors affecting performance of the Work. He shall carefully correlate his observations with requirements of this Request and otherwise satisfy himself of the expense and difficulties attending performance of the Work. The submission of a Bid will constitute a representation of compliance by the Respondent. There will be no subsequent financial adjustment for lack of such familiarization.

1.15. Subcontractors and Suppliers

All Bids must include a list of proposed Subcontractors and suppliers on the form included in the Bid submission form section. **Respondents are strongly encouraged to explore utilizing area subcontractors and suppliers.**

When requested by the Owner, within 24 hours of Bid opening, the apparent low Respondent, and any other Respondent so requested, shall submit a list of all Subcontractors he expects to use in the work.

1.15.1. 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 Respondent will submit to the Owner 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 Owner will notify the successful Respondent in writing if there is objection to any Subcontractor, person, or organization on such list.

If the apparent low Respondent declines to make any such substitution, the contract shall not be awarded to such Respondent, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Additional requirements for subcontractors are contained within the General Conditions, of this document.

The failure of the Owner 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 Owner 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 Contractor'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 Owner registers objection to and refuses to accept a Subcontractor, person, or organization list the successful Respondent may either (1) submit an acceptable substitute without an increase in his Bid price or (2) withdraw his Bid. If the Owner raises objection to a Subcontractor, person, or organization after the execution and delivery of the Agreement, the Contractor 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 Contractor fails to submit an acceptable substitute prior to execution and delivery of the Agreement, no increase in Contract Price shall be allowed.

1.15.2. Suppliers

The list of Subcontractors shall also include the suppliers and manufacturers of the principal items of materials and equipment the Respondent expects to use in the Work.

1.16. Copies of Contract Documents

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

1.17. Performance and Payment Bond

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Respondent 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 Respondent may become legally indebted for labor, materials, tools, equipment, or service, of any nature, employed or used by him 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 Respondent to supply the required bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant based upon reasons determined adequate by the Owner, shall constitute a default, and the Owner may either award the contract to the next responsible bidder or re-advertise for bids or Bids, and may charge against the bidder 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 Security Guarantee.

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

1.18. Waiver of Performance and Payment Bonds

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

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

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

1.19. Quantities are Approximate

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

1.20. Employment Requirements and Wage Rates

1.20.1. General

The selected Respondent 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 Respondent 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.

1.20.2. Records

The selected Respondent 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 Owner.

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

1.20.3. Penalty

If the selected Respondent or any Subcontractor fails to comply with the prevailing wage law, he shall forfeit to Owner 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.

1.20.4. Hours of Labor

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

1.20.5. Veterans Preference

Pursuant to Texas Government Code, §657.004, the selected Respondent 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.

1.20.6. 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 Respondent will be responsible for compliance with the applicable portion of Davis-Bacon and Related Acts and any such decision applicable at the timework is performed.

Prevailing Wage and Hour Decision

General Decision Number: TX150007 01/02/2015 TX7

Superseded General Decision Number: TX20140007

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)...	\$ 13.55	
ELECTRICIAN.....	\$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.36	
Structures.....	\$ 13.52	
LABORER		
Asphalt Raker.....	\$ 12.28	
Flagger.....	\$ 9.30	
Laborer, Common.....	\$ 10.30	
Laborer, Utility.....	\$ 11.80	
Work Zone Barricade		
Servicer.....	\$ 10.30	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer.....	\$ 14.87	
Asphalt Paving Machine.....	\$ 13.40	

Broom and Sweeper.....	\$ 11.21
Crane, Lattice Boom 80	
Tons or Less.....	\$ 16.82
Crawler Tractor Operator....	\$ 13.96
Excavator, 50,000 lbs or	
less.....	\$ 13.46
Front End Loader Operator,	
Over 3 CY.....	\$ 12.77
Front End Loader, 3CY or	
less.....	\$ 12.28
Loader/Backhoe.....	\$ 14.18
Mechanic.....	\$ 20.14
Milling Machine.....	\$ 15.54
Motor Grader, Rough.....	\$ 16.15
Motor Grader, Fine.....	\$ 17.49
Pavement Marking Machine....	\$ 16.42
Reclaimer/Pulverizer.....	\$ 12.85
Roller, Asphalt.....	\$ 10.95
Roller, Other.....	\$ 10.36
Scraper.....	\$ 10.61
Spreader Box.....	\$ 12.60
Servicer.....	\$ 13.98
Steel Worker (Reinforcing).....	\$ 13.50
TRUCK DRIVER	
Lowboy-Float.....	\$ 14.46
Single Axle.....	\$ 12.74
Single or Tandem Axle Dump..	\$ 11.33
Tandem Axle Tractor with	
Semi.....	\$ 12.49

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

=====

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. EXHIBIT A - GENERAL CONDITIONS

See Attachment

3. APPENDIX A & B – DRAWINGS OF ASBESTOS LOCATIONS

See Attachment

4. CONTRACT FOR CONSTRUCTION (DRAFT)

See Attachment

5. TECHNICAL SPECIFICATIONS

Specifications written by King Consultants – See Attachment

6. BID FORMS

Submit **one (1) unbound original** (binder clips are acceptable), **two (2) bound copy** (staples are acceptable) of all Bid submission forms and **one (1) copy in PDF format on USB Drive** in the order listed below:

1. No Bid Reply Form
2. Price Bid (Required)
3. Security I Bond(Required)
4. Contractor Contact Information Form (Required)
5. IRS Form W-9 (Required)
6. Conflict of Interest Questionnaire (Required)
7. Debarment and Suspension Certification (Required)
8. Vendor Compliance with Reciprocity On Non-Resident Bidders (Required)
9. Contractor References (Required)
10. Local Experience References (Required)
11. Local Area Experience (Required)
12. List of Proposed Subcontractors (Required)
13. Certifications

All submissions are to be in a sealed envelope indicating the business name in top left-hand corner and the **Bid** number in the lower left-hand corner

No Bid Reply Form

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

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

===== # # # =====

PLEASE PRINT

We wish to **Remain On ()/Deleted From ()** the list of bidders for the City of San Angelo

A. We hereby submit a "No Bid" because:

- () 1. We are not interested in selling through the bid process.
- () 2. We are unable to prepare the bid form in time to meet the due date.
- () 3. We do not wish to bid under the terms and conditions of the Request for Bid/Proposal.

OBJECTIONS: _____

- () 4. We do not feel we can be competitive.
- () 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- () 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: _____

- () 7. We do not sell the items or provide the services requested.

() 8. Other: _____

Firm _____

Signed _____

Date _____

Thank you for your assistance!

**PLEASE RETURN ALL FORMS BEYOND THIS
POINT WITH YOUR BID SUBMISSION**

Bid Proposal
RFB No. CFM-01-15/ Asbestos Abatement

Pursuant to the Foregoing Notice to Bidders, the undersigned bidder hereby proposes to do all work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials, and whatever else may be necessary to complete all work upon which he bids, as provided by the attached specifications and shown on the plans, and binds himself on acceptance of this proposal to execute an Agreement and Bonds according to the accompanying forms, for performing and completing the said work within the time stated, and furnishing all required guarantees, for the following prices to-wit:

AMOUNTS MUST BE WRITTEN AND PRINTED

BASE BID:

No	Item Description	Units	Est Qty	Unit Price	Extended
1	REMOVAL OF SHEETROCK/JOINT COMPOUND, ETC	SQFT	4,385		
2	REMOVAL OF DECORATIVE WALL PANELS	SQFT	250		
3	PIPE CHASES - REMOVAL		ALL		
4	STAGE LIGHT REMOVAL	EA	17		
Total					

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

- Are these prices based on a purchasing cooperative contract? Yes _____ No: _____
 - If Yes: Name of Cooperative; _____ Contract No: _____
- Vendor accepts payment via P-Card _____ (Y/N)
- Payment Terms/Discount (if any): _____

Authorized Signature/Contact Information *(Bids which are not signed and dated or bids will be rejected.)*

Firm Name: _____

Mailing Address: _____

City, State Zip Code: _____

Authorized Signature: _____

Print Name/Title: _____ **Date:** _____

Tax ID: *(Attach IRS Form W-9)* _____

Telephone: _____ FAX: _____

Email: _____

The contractor will be held to have attended the mandatory walk-through and to have examined the premises before submitting proposals for this work and to have satisfied himself as to the conditions under which he will be obligated to perform his work or that will in any manner affect the work under his contract. No extra payments will be allowed for claims for additional work that could have been determined or anticipated by such inspection.

Copies of labor timesheets and material invoices shall be submitted with request for payment for additional work.

Consecutive Calendar Days to Complete Project: _____ days.

* It is understood the quantities of work to be done at unit prices are approximate. Each bidder is responsible for verification all quantities prior to submitting a bid

Upon receipt of the written "Notice of Award", the bidder will execute the agreement within fifteen (15) days and deliver all bonds and Certificates of Insurance.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to fully complete the project within **twenty eight (28) calendar days**. Bidder further agrees to pay as liquidated damages the sum of **\$900.00** for each consecutive calendar day to complete the work beyond the allotted time or as extended by an approved Change Order.

Bidder understands the Owner/Agent reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner/Agent and conforms to State and local laws and ordinances pertaining to the letting of construction contracts.

(Seal if Bidder is a Corporation)

CONTRACTOR

By

Title

Address



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

Addendum Acknowledgment

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:	_____

(Seal if Bidder is
Corporation)

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

Note: Agents must provide evidence of authority to bind corporation.

THIS FORM MUST BE RETURNED WITH THE BID



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

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 to comply with this law, are available at the Texas Ethics Commission website at <http://www.ethics.state.tx.us/whasnew/conflictforms.htm>.

A current list of City of San Angelo and City of San Angelo Development Corporations officers is available in the office of the City of San Angelo City Clerk's office located in Room 201 of City Hall or on the City's website at <http://sanangelotexas.org>. 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 seventh (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 Bids, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Julia Antilley
Purchasing Manager

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

Signature of person doing business with the governmental entity

Date



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised 8/6/14)

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

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

Councilmembers: Rodney Fleming, SMD 1
Marty Self, SMD 2
Johnny Silvas, SMD 3 and Mayor Pro-Tempore
Lucy Gonzales, SMD 4
Elizabeth Grindstaff, SMD5
Charlotte Farmer, SMD 6

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

Scott Tankersley, President
John Edward Bariou, Jr. - First Vice President
Tony Villarreal - Second Vice President
Daniel Anderson - Director
Richard Crisp - Director
Tommy Hiebert - Director
Juan Flores – Director

Executive Director: Roland Peña



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

Debarment and Suspension Certification

- (1) The prospective primary participant 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 participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this Bid.

Company

By

Title

Address

City, State Zip

Note: Agents must provide evidence of authority to bind corporation.

THIS FORM MUST BE RETURNED WITH THE BID

Vendor Compliance with Reciprocity on Non-Resident Bidders

Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident bidder must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder 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 bidder 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 bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

- A. Non-resident vendors in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders 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 bidders.

- B. Our principal place of business or corporate offices are in the State of Texas: _____.

Company

Signature

Title

Address

City, State Zip

THIS FORM MUST BE RETURNED WITH THE **BID**

Note: Agents must provide evidence of authority to bind corporation.

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

Company Name

Contractor References

List five (5) governments or companies, **other than City of San Angelo**, who can verify the quality of service your company provides. References should be of similar size and scope of work to this Bid. All references shall be for work completed in the last five (5) years.

Reference One

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Two

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Three

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

THIS FORM MUST BE RETURNED WITH THE BID



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

Reference Four

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Five

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

THIS FORM MUST BE RETURNED WITH THE BID



Company Name

Local Experience

List five (5) similar projects that your company has completed **for the City of San Angelo**. All references shall be for work completed in the last five (5) years.

Reference One

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Two

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Three

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

THIS FORM MUST BE RETURNED WITH THE BID



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

Reference Four

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

Reference Five

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

THIS FORM MUST BE RETURNED WITH THE **BID**



Company Name

Local Area Experience

List five (5) similar projects that your company has completed **within 150 miles** (but not in the City of San Angelo).
All references shall be for work completed in the last five (5) years.

Reference One

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Two

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Three

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

THIS FORM MUST BE RETURNED WITH THE **BID**



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

Reference Four

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

Reference Five

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

THIS FORM MUST BE RETURNED WITH THE **BID**



List of Subcontractors and Suppliers

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

Category of Work: GENERAL CONTRACTOR % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

(OVER)

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Percentages should total to 100%

THIS FORM MUST BE RETURNED WITH THE BID

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Bid, the prospective participant 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 participant 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 participant 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 participant 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 participant shall provide immediate written notice to the City of San Angelo to which this Bid is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective participant agrees by submitting this Bid that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective participant further agrees by submitting this Bid that it will include the clause titled "Certification Regarding Debarment And Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant 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 participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement 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 participant 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 participant 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.

Certifications
(Negotiated Contracts)

1. The RESPONDENT certifies to the best of its knowledge and belief, that it and its principals:
 - a) Have not within a three-year period preceding this Bid 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 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;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated in paragraph (1) (b) of this certification:
 - c) Have not within a three-year period preceding this Bid had one or more public transactions. terminated for cause or default; and
 - d) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.
2. The RESPONDENT further certifies to the best of its knowledge and belief, that it (or its surety, parent, or subsidiary companies) and its principals:
 - a) Does not currently have any claims against or are not currently involved in any litigation with the City of San Angelo.
 - b) Is not indebted to the City of San Angelo.
3. Where the RESPONDENT **is unable to certify to any of the statements in this certification, such** RESPONDENT shall attach an explanation to this certification.

Typed or Printed Name of Certifying Official

Date

Signature of Certifying Official

Title

THIS FORM MUST BE RETURNED WITH THE BID

END OF BID DOCUMENTS