

**CITY OF SAN ANGELO  
REQUEST FOR BIDS**

**STREET & BRIDGE DIVISION**

**Cold Applied Crack Sealant**

**RFB No. SB-01-15**



**City of San Angelo**

**72 West College Avenue  
San Angelo, Texas 76903**

**Submittal Deadline**

**August 26, 2015/2:00 PM, Local Time**



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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

## INVITATION TO BID

### General

The City of San Angelo's Street & Bridge Division is requesting bids for the purchase of Crack and Seal Street Materials.

### Document Availability

Bid Documents are available in the Purchasing Division or may be downloaded at the City's website at [www.cosatx.us](http://www.cosatx.us).

**[www.cosatx.us](http://www.cosatx.us) > Bid Information > RFB: SB-01-15/Cold Applied Crack Sealant**

### Digital Format

If Respondents obtained the bid specifications in digital format in order to prepare a proposal, ***the bid must be submitted in hard*** copy according to the instructions contained in this bid package. 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.

### Required Response

The City requires a response to any RFB's mailed to potential bidders. Should a company receive an RFB, but choose not to bid on the project, then in order to remain on the City of San Angelo's Potential Bidders List you must submit a "No Bid".

### No Bid Instructions

If for any reason, you are not submitting a bid/proposal, please complete the NO BID REPLY form, located in the Bid Forms section, and return the form to us either by mail, or by email to [sapurch@cosatx.us](mailto:sapurch@cosatx.us) in order to remain in our vendor database.

### Deadline and Delivery Location

Sealed Request for Bids (RFB) submittals must be received to later than **August 26, 2015, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Bids not received on time will be rejected

***It is the sole responsibility of the bidder to ensure that the sealed RFB submittal arrives at the by the specified deadline regardless of method chosen by the firm for delivery.***

***Faxed or electronically submitted bids will not be accepted.***

### Copies

Submit: One (1) unbound original (binder clips acceptable), two (2) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required bid forms.

### Delivery Addresses

**USPS:** City of San Angelo  
Purchasing Division, RFB: SB-01-15  
72 West College Avenue  
San Angelo, Texas 76903

**Mark Sealed Bid Envelope: "RFB NO. SB-01-15/Cold Applied Crack Sealant"**

**Delivery Services:** City of San Angelo  
Purchasing Division, RFB: SB-01-15  
72 West College Avenue, Suite 330  
San Angelo, Texas 76903

**Addenda**

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Division will issue an addendum addressing the nature of the change. Respondents shall return the Addendum Acknowledgement form, signed **and date with their bid submission package**. Addenda will be posted on the City's website as they are issued. Bidder is responsible for contacting the City or checking the City's website to determine if any addendums have been issued.

**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.

**Points of Contact****Darlene Luna, CTPM, Purchasing Specialist**

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

**Gary Ayers, Superintendent**

Street & Bridge/Storm Water Division  
City of San Angelo  
1943 St. Ann Street  
San Angelo Texas, 76903



## **1. INSTRUCTIONS TO BIDDERS**

### **1.1. Interpretations**

All questions about the meaning or intent of the Contract Documents, including specifications shall be submitted to the Purchasing Division in writing, *or emailed to* [sapurch@cosatx.us](mailto:sapurch@cosatx.us). Replies will be issued by Addenda and posted on the City's website. Questions received less than **five (5) days** prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect. The bid invitation number must appear on all correspondence, inquiries, etc. It is the bidders' responsibility to ensure all addendums have been considered prior to bidding.

### **1.2. Corrections, Additions, or Deletions**

Corrections, additions, or deletions to any portion of the RFB will be in the form of a written amendment or addendum.

### **1.3. Confidentiality**

All bids submitted shall remain confidential. After award, proposals 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.

### **1.4. Acceptance of Proposal Content**

Before submitting a proposal, each Bidder 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 Bidder receives an award, failure to have made such investigation and examinations will in no way relieve the Bidder from his obligation to comply in every detail with all provisions and requirements.

### **1.5. Specifications**

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

### **1.6. Substitutions**

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

### **1.7. Materials**

The bidder certifies all materials and equipment supplied resulting from this bid invitation shall be new and unused, unless noted elsewhere in the invitation.

### **1.8. Bid Items**

Bidders are expected to examine all specifications, drawings, standard provisions, and instructions. **FAILURE** to do so will be at the bidder's risk. Bids are to be submitted on each item and total extended, however more than one bid may be submitted on products meeting the specifications.

### **1.9. Taxes**

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

#### **1.10. Authorized Signature**

Bids must show vendor name, address, and be manually signed. The person signing the bid must have authority to bind his firm in a contract. Any erasures or other changes must be initialed by the person signing the offer.

#### **1.11. Modification or Withdrawal of Bids**

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

#### **1.12. Prices**

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

#### **1.13. Delivery Date**

Bid must show the number of calendar days required to place the materials at the place of destination under normal conditions. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disregarded.

#### **1.14. Default in Delivery**

The vendor must keep the City advised at all times as to the status of the order. When delivery delay can be foreseen, the vendor shall give prior notice to the Purchasing Division who shall have the right to extend the delivery date if reasons for delay are reasonable and acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

#### **1.15. Delivery Times**

Deliveries will be accepted only during normal working hours, i.e.; 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m., Monday thru Friday, unless prior arrangements have been made. For large orders, 24 hours notice to the Receiving Department is required to eliminate delays in delivery.

#### **1.16. Evaluation Factors**

It is **not** the policy of the City to purchase on the basis of low bids alone. In evaluating bids, the following considerations shall be taken into account to determine the "best value" for the City.

- A. the purchase price, including reasonable payment discounts;
- B. the reputation of the vendor and of the vendor's goods or services;
- C. the quality of the vendor's goods or services;
- D. the extent to which the goods or services meet the City's needs;
- E. the vendor's past relationship with the City;
- F. the impact on the ability of the City to comply with laws and rules relating to historically underutilized businesses;
- G. the total long-term cost to the City to acquire the vendor's goods or services; and
- H. any other relevant factor specifically listed in the request for bids and proposals.

#### **1.17. Disqualification**

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

- The bidder is involved in any litigation against the City of San Angelo;
- The bidder is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The bidder is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.



**1.18. Closing Time & Date**

All bids must be returned in sufficient time to be received in the Purchasing Division on or before the advertised closing date and time. Emailed or Faxed bids will not be accepted.

**1.19. Late Bids**

Bids received after the bidding deadline, regardless of the mode of delivery, will be not be considered.

**1.20. Copies of Bid Tabulation Results**

To obtain Bid Tabulation results, download from the City's website [www.cosatx.us](http://www.cosatx.us) >Bid Opportunities > RFB SB-01-15 /Cold Applied Crack Sealant, or send a self-addressed stamped envelope to: Purchasing Division, City of San Angelo, 72 W. College Ave., San Angelo, Texas 76903 or email [sapurch@cosatx.us](mailto:sapurch@cosatx.us)

**1.21. Award of Contract**

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

**1.22. Partial Award**

Bidders may furnish pricing for all or any portion of the bid invitation. UNLESS bidder specifies otherwise in his bid, the City may award contracts for any item or group of items listed.

**1.23. Reservations**

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

- A. Waive any defect, irregularity, or informality in any bid or bidding procedure.
- B. Extend the bid closing time and date.
- C. Reissue a bid invitation or proposal.
- D. Procure any item by other means.
- E. Increase or decrease the quantity specified, unless the bidder specifies otherwise.
- F. Waive as an informality, minor deviations from specifications at a lower price than the low bid meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and overall function is improved or not impaired.
- G. Consider and accept an alternate bid as provided herein when most advantageous to the City.
- H. Extend any contract when most advantageous to the City.
- I. The City reserves the right to award multiple contracts based on low bids for individual items or groups of similar items.

**1.24. Acceptance**

The vendor's signature on the bid or proposal constitutes an offer to sell under the terms and conditions contained in the bid SB-01-15. Notice of Award (sample follows) constitutes acceptance of the offer to sell and consummates the binding contractual agreement, as well as the delivery of a Purchase Order with the valid signature of the procurement official.

(Sample Notice of Award follows.)

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**NOTICE OF BID AWARD**

**Project:** RFP Title (RFP# AA-XX-XX)

Date: August 12, 2015

Mr. Name  
Company Name  
Address  
City, Texas zip code

Dear Mr. Last Name:

This letter shall serve as the official **Notice of Bid Award** to \_\_\_\_\_ ("Provider") on the above referenced project. Attached is a copy of the bid tab results. The contract for RFP / RFB: AA-99-99 was awarded by the City Council on XXXXXX 20, 2015, in the amount of \$9,999,999.99.

The contract documents consist of RFP / RFB: AA-99-99, your responsive proposal/bid and the award and your acceptance. The term of the contract will be for ..... effective Month Day, Year.

Please execute the acceptance of the Bid Award below and return it to my attention. If you have any questions, please feel free to contact me at; (325) 999-9999

Sincerely,

Name, Title  
Department

Acceptance

The foregoing Bid Award is hereby accepted on behalf of \_\_\_\_\_,

Provider, by \_\_\_\_\_, the undersigned, its \_\_\_\_\_, on this  
(print name) (office held or owner)

\_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_

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## **2. TERMS AND CONDITIONS**

### **2.1. Order Placement**

No order shall be accepted without a Purchase Order and all invoices must reflect 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 Seller by City. Accepting orders without a Purchase Order number shall be at the risk of the vendor.

### **2.2. Seller to Package Goods**

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

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

### **2.3. Shipment under Reservation Prohibited**

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

### **2.4. Title & Risk of Loss**

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

### **2.5. Delivery Terms and Transportation Charges**

F.O.B. destination unless delivery terms are specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided City shall have the right to designate what method of transportation shall be used to ship the goods. Delivery may be a consideration in the award when shown to be a benefit to the City.

### **2.6. No Replacement of Defective Tender**

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

### **2.7. Place of Delivery**

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

### **2.8. Invoices & Payments**

Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after or at the time of each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number, if applicable. Invoices shall be itemized and they shall list transportation charges, if any, separately. A copy of the bill of lading, and the freight waybill, when applicable, should be attached to the invoice. Payment shall not be due until the above instruments are submitted on or after delivery. If invoices are not included in the delivery package then they should be mailed to the ordering department.

No order must be accepted without a Purchase Order and all invoices must reflect the Purchase Order number.

Payment may be withheld by City, at the discretion of the City, to Seller until all required documents pertaining to the sale are received by the City.

**All invoices should be mailed to:**

**Billing Address**      Street & Bridge Division  
City of San Angelo  
1943 St. Ann Street  
San Angelo Texas, 76903

**2.9. Gratuities**

The City may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by City that gratuities were offered from an agent or representative of the Seller 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 Seller in providing such gratuities.

**2.10. Special Tools & Test Equipment**

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any drawings or related documents thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.

**2.11. Warranty-Price**

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

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of the warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**2.12. Warranty-Product**

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

**2.13. Safety Warranty**

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

**2.14. No Warranty by City against Infringements**

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

**2.15. Right of Inspection**

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

**2.16. Cancellation**

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

**2.17. 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 effected by the delivery to seller 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.

**2.18. 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.

**2.19. Assignment-Delegation**

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

**2.20. 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.

**2.21. Modifications**

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

**2.22. 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.

**2.23. Applicable Law**

This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

**2.24. Advertising**

Seller 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.

**2.25. Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that 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.

**2.26. Equal Employment Opportunity**

Seller 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 Seller shall be advised of any complaints filed with the City alleging that Seller 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 Seller 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 Bidders are encouraged to participate.

#### **2.27. Conflict Of Interest**

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

#### **2.28. Legal Venue**

San Angelo, Tom Green County, Texas

#### **2.29. Funds – Price**

The seller submitting the lowest and best bid for each item will establish a price agreement with the City. The item(s) ordered will be selected based on the availability of funds, needs of each user, price, delivery, and value to the City. The City reserves the right to award in the bid in whole, by category or by product.

#### **2.30. Claims for Overcharges**

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

#### **2.31. Piggy-Back Procurements**

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

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

#### **2.32. Escalation**

Price must be firm for each 12-month term. A price increase shall at no time be more than what similar volume customers would pay. If a price increase is requested by the vendor, it must be submitted sixty (60) days prior to the end of the term renewal.

The City Manager or his designee may approve a contract extension with an increase in price if the increase can be justified in writing or by documentation from the vendor/supplier to the satisfaction and discretion of the City Manager or his designee, or if market increase or decrease is not agreed upon, the City may re-bid the contract.

#### **2.33. Terms**

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

The Respondent must notify the City sixty (60) days prior to the end of the first term, as to their intention to terminate the contract. Respondent is obligated to fulfill contract extension for one (1) year if timely notification is not submitted.

The City Manager or his designee may approve a contract term extension without a price increase at his or her full discretion.



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

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### 3. BID FORMS

#### 3.1. Copies

Submit: One (1) unbound original (binder clips acceptable), two (2) bound copy (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required bid forms.

#### 3.2. Submittal Order

Please submit your bid documents in the order as listed below:

- ☐ Bid Sheet **(Required)**
- ☐ Sign and attach the Addendum Acknowledgment Form **(If applicable)**.
- ☐ Conflict of Interest of Form **(Required)**
- ☐ Local Preference form **(If applicable)**
- ☐ Vendor Compliance With Reciprocity On Non-Resident Bidders **(Required)**
- ☐ Suspension and Debarment form **(Required)**
- ☐ Attach IRS Form W-9 **(Required)**
- ☐ All other forms/documents as specified

### 4. SPECIFICATIONS

Unless otherwise specified when order is placed, all items in this advertisement shall meet or exceed standards defined in the Texas State Department of Highways and Public Transportation Manual on Uniform Traffic Control Devices, latest edition.

1. The City anticipates award of the contract(s) for the materials as per these specifications.
2. Vendors shall provide quotation for the materials in the quantities shown. For evaluation purposes, where materials are quote FOB Plant, and FOB Saint Ann St.
3. Quantities are approximate and the City reserves the right to increase or decrease the quantities shown as needs vary.
4. Vendor must accept a purchase order for method of payment at the time of ordering unless payment by procurement card has been agreed upon.
5. The products will be ordered on an as-needed basis and based on availability of funds.
6. All deliveries of merchandise must include an invoice and/or packing slip with order detail.
7. The City shall have the option to pick up material(s) from the Vendor (if local). Bidder shall provide the necessary equipment to load material(s).
8. The City reserves the right to inspect the manufacturing facilities of the Bidders at any time and to place an inspector at the manufacturing facility to check and test the materials scheduled for shipment to the City. Vendor agrees to provide samples and to allow access to the City inspector for this purpose.
9. The City reserves the right to award multiple contracts based on low bids for individual items.

#### 4.1. Liquidated Damages

If materials are not delivered within 72 hours from the time the order is placed, the City shall have the right to cancel the order and order from the next lowest bidder. If it becomes necessary for the City to cancel an order and order from the next lowest bidder, the vendor (bidder) agrees to pay the City liquidated damages. Liquidated damages are defined as the price difference between the low bid price and the next lowest bid price.

Liquidated damages apply only to orders that have been placed by the City and promised by the vendor. If vendor notifies the City at the time of order that materials will not be available, and order has not yet been placed, then no liquidated damages will apply. The City will then have the right to use an alternate vendor.

#### 4.2. Pricing/Market Changes

1. Bidder will deliver all required quantities at the BID price during the terms of this agreement. Any items charged at a higher price than bid price will require a corrected invoice be sent to the ordering department before payment will be processed.
2. Original bid prices will be valid for one year from award date.
3. At the end of each one-year term, vendor may increase bid price by the same amount as vendor cost is increased based on market changes. This will require proof in writing of new cost increase to vendor. New prices will not be in effect until the vendor provides this written notification to the City.
4. Term will renew automatically each year unless either party notifies the other in writing of intent to terminate contract. Sixty (60) days written notice in advance of renewal will be required for termination.

#### 4.3. Production of Materials

- Materials provided under these specifications shall be produced in such a manner that the City can have the materials tested prior to shipment.
- Manufacturer shall produce the materials in the minimum quantities listed and, if applicable, notify the City of intent to ship the materials.
- Manufacturer shall stockpile the material for the City of San Angelo separately from all other material at the facility.
- The City shall be allowed to test the material in accordance with these specifications and shall approve the material prior to shipment.
- The material thus approved shall be kept separate from all other material at the manufacturing facility until it has all been delivered to the City.
- Once a pile of material has been tested and approved, the manufacturer shall not add any material to the pile without the written permission of the City.

#### 4.4. Cold Applied Crack Sealant Specifications

##### 4.4.1. Material Specification for Polymer Modified Asphalt Emulsion Sealant

The sealant shall be a single component polymer modified asphalt emulsion meeting the material specification detailed herein below:

The emulsified asphalt shall be an anionic or cationic type asphalt emulsion and shall be modified with polymer, and must be smooth and homogenous with no evidence of polymer separation during storage for at least six months. The distillation\* and/or evaporation\*\* residue of the modified emulsion shall contain a minimum of 10 percent polymer by weight.

In addition, the emulsion sealant shall comply with the following requirements:

Properties	Min	Max
Viscosity, Brookfield at 77degreesF, seconds	6,000	30,000
Storage Stability Test, one day, percent		1
Particle Charge Test:      Cationic type	Positive	
Anionic type	Negative	
Sieve Test, percent retained on #200 sieve	0.10	
Distillation or evaporation:		
Residue, percent	65	
Tests on Residue from Distillation or Evaporation:		
Penetration, 77degreesF, 100g, 5 seconds	50	

Softening Point, R. & B., degrees F	140
Ductility, 39.2degreesF, 5cm/min., cm	100
Bond, 3 cycles at 0degreesF, 50 percent extension	Pass***

\*The standard distillation procedure shall be modified as follows:

The temperature on the lower thermometer shall be brought slowly to 350 degrees F  $\pm$  10 degrees F and maintained at this point for 20 minutes.

Complete the total distillation in 60 minutes  $\pm$  5 minutes from the first application of heat.

\*\*Some polymer modified asphalt emulsion sealants do not lend themselves well to the distillation procedure. The residue of these materials may be obtained by the following evaporation procedure:

Weigh 200g of the sealant into a flat bottom pan having a diameter of 5 inches  $\pm$  1 inch and a height of 3.5 inches  $\pm$  0.5 inch. Evaporate on a hot plate with constant stirring until the material is water free. The temperature shall not be allowed over 350degreeF.

\*\*\*There shall be no crack in the cold applied joint sealant material or break in the bond between the sealant and mortar block over 6 millimeter (1/4 inch) deep for any of the specimen after completion of the test.

#### **4.4.2. Preparation for Adhesion, Ductility, Rebound and Cohesion Tests:**

The material shall be poured into standard concrete mortar blocks with a closed-cell polyurethane backer rod set at a depth of 3/8" below surface of blocks. The blocks shall have a spacing of 1/4" apart. The sealant shall be poured level with the surface of the concrete blocks. Tests to be performed on samples after twenty-one day cure time (or until liquid component has evaporated). Tests run at 77degreesF  $\pm$  2degreesF. Five cycles of the same sample.

#### **4.4.3. Extension and Bonding Test:**

There shall be no cracking of the material or failure in bond between the material and the mortar test blocks during or at the end of five cycles. The sealant must display the following properties:

Adhesion - at 77degrees	with elongation of 600%	No Failure
Cohesion - at 77degrees	with elongation of 600%	No Failure
Ductility	(60 min.)	60% Recovery

Rebound      Return sample in apparatus to initial position and repeat test after 20 min. rest. Repeat for five cycles.

There shall be no failure in adhesion or cohesion when tested to 600% extension with recovery of 60% at the end of 60 min. The sealant must display the following properties:

Freezing      Freeze sample in blocks to 0degreesF for two hours. Let stand 60 min. at 77degrees. Elongation must be at least 50%. Repeat five cycles.

Tack Free      Must be able to be opened to traffic within 40 minutes.

Sealant shall be self-leveling.

#### **4.4.4. Properties of Cold Pour Sealant:**

Shelf Life:	Minimum of 6 months.
Polymer content:	Minimum of 10% by weight.
Service Life:	5-10 years under proper filed conditions, installation and usage.

- Note: Should there be any differences between the unit price and the extended pricing calculations, the unit price will prevail.
- Prices are to include shipping, FOB Destination, to:1943 St. Ann Street, San Angelo, Texas 76903

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## 5. Bid Sheet

ITEM	Description	Estimated QTY (Gal)	Unit Cost	Extended Cost
1.	Class A Cold Applied Crack Sealant	30,000	\$	\$
Addl Comments:				

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

- Delivery: \_\_\_\_\_ Calendar Days subsequent to Receipt of valid purchase order.
- Do you accept purchasing cards: \_\_\_\_\_ Do you offer a discount if payment is made with a Purchasing Card: \_\_\_\_\_  
The Purchasing Department would like Procurement Card payment as a standard method of payment for goods and services. Payment would be upon completion of work.
- Is this a Purchasing Co-op (Texas DIR, TXMAS, buyboard.com, etc) bid price: \_\_\_\_\_
  - If yes, name of Co-op: \_\_\_\_\_
- Vendor Agrees to allow Piggy-Back Procurements:  
Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply? Yes \_\_\_\_\_ No \_\_\_\_\_
- Payment Terms/Discount (if any): \_\_\_\_\_

**The vendor's signature on the bid or proposal constitutes an offer to sell under the terms and conditions contained in the bid SB-01-15. Notice of Award constitutes acceptance of the offer to sell and consummates the binding contractual agreement, as well as the delivery of a Purchase Order with the valid signature of the procurement official.**

### Authorized Signature/Contact Information

*Bids which are not signed and dated or bids which do not comply with all of bid requirements herein, may be considered non-responsive and may be rejected.*

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State Zip Code: \_\_\_\_\_

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

Print Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tax ID: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

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

Attach IRS Form W-9

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

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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

**Addendum 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 _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____
Addendum No. 6 dated _____	Received _____

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code

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

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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

## **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 <http://www.window.state.tx.us/procurement/prog/hub/>

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://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 7<sup>th</sup> business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for 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.

*Julia W. Antilley*

Division Manager, Purchasing

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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, 80<sup>th</sup> Leg., Regular Session

OFFICE USE ONLY

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

Date Received

By law, this questionnaire must be filed with the records administrator of the local government 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 knowing violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person doing business 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 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has affiliation 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, 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 ten (10) percent or more?

☐ Yes ☐ No

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

4.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

THIS FORM MUST BE RETURNED WITH THE BID

**LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO**  
**As defined by Chapter 176 of the Texas Local Government Code**  
**(Revised 5/20/15)**

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Vendors who submit bids/proposals), 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



### **Local Preference Consideration**

Section 271.9051 of the Texas Local Government Code "CONSIDERATION OF LOCATION OF BIDDERS 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, 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, Telecommunication and Information Technology Bids or any purchases \$100,000.00 or greater.

**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.**

Bidders 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.

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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

**Local Preference Consideration Application**

**Business Name:** \_\_\_\_\_

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

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

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

**Zip Code:** \_\_\_\_\_

**Business Type:**

- ☐ Corporation – Indicate state of incorporation \_\_\_\_\_
- ☐ Partnership – Indicate “general” or “limited” \_\_\_\_\_
- ☐ Sole proprietorship \_\_\_\_\_

**Basis For Preference** (Check applicable box(s) if physical location of business is not within the City Limits of the City of San Angelo.

- ☐ The business is a partnership with residents of the City of San Angelo owning a majority beneficial interest in the partnership (Attach a list of partners with names and addresses).
- ☐ The business is a sole proprietorship owned by a resident of the City of San Angelo (Attach name and address of owner).

**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 business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code

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

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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

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

BIDDER:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code

(Please print)

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

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**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 proposal.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code

(Please print)

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

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### **Instructions for Certification**

1. By signing and submitting this proposal, 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 proposal 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," "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 participant 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 participant 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 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.

## No Bid Reply Form / SB-01-15 Cold Applied Crack Sealant

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](mailto:sapurch@cosatx.us) in order to remain in our database for these types of products or services.

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

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

### PLEASE PRINT

We wish to **Remain On ( )**, or be **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!*