

### CITY OF SAN ANGELO

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

### 1. PROPOSAL FORMS

Submit one **(1) unbound original** (three-ring binders, binder clips are acceptable), two **(2) bound copies** (staples are acceptable) of all Proposal submission forms and one **(1) copy in PDF format on CD or USB Drive** in the order listed below:

- Price Proposal (Required)
- Security I Bond (Required)
- Consolidated Certification Form (Required)
- DBE Forms (Required)
- Conflict of interest Questionnaire (Required)
- Debarment and Suspension Certification (Required)
- Vendor Compliance with Reciprocity On Non-Resident Bidders (Required)
- Contractor References (Required)
- City of San Angelo Project References (Required)
- Local Area Project References (Required)
- List of Proposed Subcontractors (Required)
- Contractor Contact Information Form (Required)
- □ IRS Form W-9 (Required)

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



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

Company Name

### Price Proposal RFCSP: WU-06-14/Pedestrian Access Improvement 2014

Pursuant to the Foregoing Notice to Respondents, the undersigned Respondent 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 Proposals, 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:

ltem No.	Item Description	Qty	Unit	Unit Cost	Extended Cost
1	REMOVING CONC (FOUNDATIONS)	1	SY		
2	REMOVING CONC (DRIVEWAYS)	922	SY		
3	REMOVING CONC (CURB AND GUTTER)	3482	LF		
4	REMOVING CONC (SIDEWALK OR RAMP)	1572	SY		
5	REMOVING STAB BASE AND ASPH PAV(0"-5")	1876	SY		
6	LRA PAV TY - II GR - CS (PLUS 10" BASE)	947	SY		
7	BRICK	734	SY		
8	CONC CURB & GUTTER (TY II)	1832	LF		
9	DRIVEWAYS (CONC)	1513	SY		
10	CURB RAMPS (TY 1)	28	EA		
11	CONC SIDEWALK	1559	SY		
12	CONDT (PVC) (SCHD 40) (1 1/4")	6600	LF		
13	CONDT (PVC) (SCHD 40) (1 1/4")(BORE)	198	LF		
14	RELOCATE SM RD SN SUP & AM	20	EA		
15	REF PAV MRK TY II (W) 24" (SLD)	216	LF		
16	RAIL (HANDRAIL) (TY B)	600	LF		
17	MOBILIZATION	1	LS		
18	BARRICADES, SIGNS AND TRAFFIC HANDLING	5	МО		

Item No.	Item Description	Qty	Unit	Unit Cost	Extended Cost
19	Contingency	1	LS	\$35,250.00	\$35,250.00
				Total	

### NOTE: In the case of any pricing discrepancies, the unit price will prevail.

*Note:* 

The item "CONTINGENCY" is included for additional work that may be performed. The Total Unit Cost for this line item may not be paid in full. The Contractor shall submit Change Order Requests within the Contract to the Owner consistent with the requirement of the General Conditions of the Contract Documents. Generally, Change Order requests will be funded by the "CONTINGENCY" line item. The Contractor shall include the cost for this item in the "Total Base Price".

1 Pedestrian Access Improvement 2014		
LS	Dollars and	Cents

It is understood the quantities of work to be done at unit prices are approximate and are intended for Proposal evaluations only. Unit quantities may be adjusted to determine final contract amount. Funding availability may also determine final contract amount. The City reserves the right to award this contract by unit or by lump sum.

Upon receipt of the written "Notice of Award", the Respondent will execute the agreement within fifteen (15) days and deliver a surety bond or bonds.

Respondent hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to complete the project by the project deadline. Respondent further agrees to pay as liquidated damages the sum of \$ 1,400.00 for each consecutive calendar day to complete the work beyond the allotted time or as extended by an approved Change Order not as a penalty but as Liquidated Damages.

Respondent 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.

{Signature Page to Follow}

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:	

(ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Proposals in response to this RFCSP, the Respondent accepts the evaluation process and acknowledges and accepts that determination of the "best value" Respondent will require subjective judgments by the Owner.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other proposer or to any other person(s) engaged in this type of business prior to the official opening of this Request. And further, that neither the proposer nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit or not submit a proposal for this Request,

(Seal if Respondent is a Corporation)

Company		
Ву		
Title		
Address		
City, State Zip		
Date:		

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

### I. FOR ALL BIDS:

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA FY 2014 Certifications and Assurances, and shall download the same at: http://www.fta.dot.gov/documents/2014 Certs and Assurances.pdf

### A. Disadvantaged Business Enterprises (DBE) Certification

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal.

### B. Access to Third Party Contract Records

As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

### C. Interest of Members of or Delegates to Congress

The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

### D. Prohibited Interest

The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

### E. Cargo Preference - Use of United States-Flag Vessels

The vendor agrees: a. to use privately owned US -Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).

### F. Energy Conservation

The vendor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### G. No Obligation by the Federal Government.

The Purchaser and vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract).

### H. Program Fraud and False or Fraudulent Statements or Related Acts

The vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S. C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the Government reserves the right to impose the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.

### I. Contract Work Hours

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as set-forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall include the clauses set forth in this section and require the same from subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these clauses.

(5) **Payrolls and basic records** - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs.

### J. Civil Rights

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act (CRA), as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

### (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall

include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age. and comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. and to comply with any implementing requirements FTA may issue.

- K. <u>Altoona Test Certification</u> (for rolling stock purchases) (Check one of the following):
  - The vehicle has been Altoona tested, report number:
  - The vehicle is exempt from testing IAW 49 CFR 665.
  - The vehicle is currently being tested at Altoona.

Funds will not be released until the purchasing agency gets a copy of the Altoona test report, as appropriate, per 49 CFR 665.

L. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any transit agency requests which would cause the transit agency to violate FTA terms and conditions.

M. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes)

The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

N. Right of the State Government to Terminate

Upon written notice, the VENDOR agrees that the State Government may suspend or terminate all or any part of State assistance if terms of the project agreement are violated, if the State Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of State assistance for the Project., if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the State Government determines that State assistance has been willfully misused by failing to make appropriate use of Project property. Termination of State to the extent those obligations cannot be canceled. The State Government reserves the right to require the refund of the entire amount of State assistance provided for the Project or a lesser amount.

### O. Disputes, Breaches, Defaults, or Other Litigation

The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. **Notification to FTA**. The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.

b. **Federal Interest in Recovery**. The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.

c. **Enforcement.** The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

d. **FTA Concurrence.** The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.

e. Alternative Dispute Resolution. The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

### f. Agency Process.

SEE CLAUSES ASSOCIATED PROTEST PROCEDURES ATTACHED TO SOLICITATION

### P. Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

### Q. Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

### R. Access for Individuals with Disabilities

The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S. C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. \_DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

### II. Federal Motor Vehicle Safety Standards (FMVSS) Certification (for rolling stock purchases)

Any vehicles provided by the vendor will comply with all applicable FMVSS. The vendor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

### **FMVSS** Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

## III. REQUIRED CLAUSES FOR BIDS OVER <del>\$100,000:</del> \$25,000

### \$25.000 The vendor agrees to include the following in subcontracts exceeding \$100,000 financed by the FTA, and certifies the following:

### A. Debarment and Suspension

The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) 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. Clean Water & Air

The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. The vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the FTA and the EPA.

### IV. REQUIRED CERTIFICATIONS FOR BIDS OVER \$100,000:

### The vendor agrees to include the following in subcontracts exceeding \$100,000 financed by the FTA, and certifies the following:

A. <u>Buy America</u> (Check where applicable):

**Buy America Certification** 

- The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods.
- The vendor or offeror cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Name of Company	Printed Name of Person Completing Form			
Date	Signature			

### B. Non-Lobbying

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

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

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

### Lobbying and Disclosure Certification

Name of Company	Printed Name of Person Completing Form		
Date	Signature		

### V. SPECIAL PROJECT TYPE PROVISIONS - the following addenda are attached and endorsed as appropriate:

- A. Construction or Architectural & Engineering Projects
- B. Transit Operations or Management Projects
- C. Intelligent Transportation System or Research & Development

### VI. CERTIFICATION TO PURCHASER:

- A. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.
- B. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company		Address			
	Printed Name of Person Completing Form				
Telephone Sigr		ignature			
Date S		Tax ID #			
Description of Commodity or Service					
Disadvantaged Business Enterprise Information		Type of Organization (circle)			
		Sole Proprietorship	General Proprietorship		
Is your firm a DBE? (yes) (no)		Corporation	Limited Partnership		
If yes, what type?		Limited Proprietorship			



#### In this form, "recipient" means the transit agency CONCHO VALLEY TRANSIT DISTRICT

# I. Davis-Bacon and Copeland Anti-Kickback Acts (construction projects exceeding \$2,000) (1) Minimum wages -

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than guarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications & wage rates conformed under para. (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and subcontractors at the work site in a prominent / accessible place where it can be easily seen by workers.
- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2 (n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (v) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor, laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### (3) Payrolls and basic records -

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails

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for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity The utilization of apprentices, trainees and journeymen under this part shall conform with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### **II. Seismic Safety**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

#### Davis-Bacon Act, Copeland Anti-Kickback Act, and Seismic Safety Certification

Name of Company	Printed Name of Person Completing Form		
Date	Signature		

### III. Bid Bond Requirements (Construction projects over \$100,000)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to the recipient and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by the recipient to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of the recipient. It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of the recipient, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of the recipient damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore. It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by the recipient as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense the recipient for the damages occasioned by default, then the undersigned bidder agrees to indemnify the recipient and pay over to the recipient the difference between the bid security and the recipient's total damages, so as to make the recipient whole. The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive. Performance and Payment Bonding Requirements (Construction) The Contractor shall be required to obtain performance and payment bonds as follows:

### (a) Performance bonds -

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the recipient determines that a lesser amount would be adequate for the protection of the recipient.

2. The recipient may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The recipient may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

#### (b) Payment bonds -

1. The penal amount of the payment bonds shall equal: (i) Fifty percent of the contract price if the contract price is not more than \$1 million. (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or (iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the recipient may require additional protection as required by subparagraph 1 if the contract price is increased.

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### Performance and Payment Bonding Requirements (Non-Construction) -

The Contractor may be required to obtain performance and payment bonds when necessary to protect the recipient's interest.

(a) The following situations may warrant a performance bond: 1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material). 2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable. 3. Substantial progress payments are made before delivery of end items starts. 4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the recipient determines that a lesser amount would be adequate for the protection of the recipient.

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The recipient may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest. (d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows: The penal amount of payment bonds shall equal: (i) Fifty percent of the contract price if the contract price is not more than \$1 million; (ii) Forty percent of the contract price if the contract price is more than \$1 million; or (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements - The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The recipient shall determine the amount of the advance payment bond necessary to protect the recipient.

**Patent Infringement Bonding Requirements (Patent Indemnity) -** The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The transit agency shall determine the amount of the patent indemnity to protect the transit agency.

### Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to the recipient, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by the recipient, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective.

If required by <u>CITY OF SAN ANGELO/KARL BEDNARZ</u>, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. 2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by the recipient and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the recipient. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to the recipient written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

### Bid Bond Requirements (Construction projects over \$100,000) Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

### **MUST BE SUBMITTED WITH PROPOSAL**

## The DBE Goal for this Project is 4.57%

### City of San Angelo DBE COMPLIANCE STATEMENT

### (Check the statement that applies to your Proposal)

- 1. Proposal meets or exceeds DBE percentage participation goal established for this procurement. You must submit the SCHEDULE OF DBE UTILIZATION (Forms, Page A4) along with Proposal. If you are a certified DBE, complete the first set of questions on SCHEDULE OF DBE UTILIZATION for yourself and certified DBE, complete the first set of questions on SCHEDULE OF DBE UTILIZATION for yourself and submit NCTRCA certification number. Submit NCTRCA certification numbers for each DBE you intend to use.
- Proposal does not meet the DBE percentage participation goal established for this procurement, but you have made bona fide good faith efforts to reach those goals.

If this statement applies, you <u>must</u> submit the SCHEDULE OF DBE UTILIZATION <u>and</u> the DBE GOOD FAITH EFFORT DOCUMENTS (Forms, Pages, A4 through A9) along with Proposal, together with <u>all other documentation</u> of good faith efforts which you wish COSA to consider in evaluation your Proposal. <u>Only</u> documentation submitted with Proposal will be considered. Submit NCTRCA certification numbers for <u>each</u> DBE you intend to use.

- 3. Proposal does not have any DBE percentage participation for this procurement, BUT you believe this procurement meets the following exception to COSA's DBE Policy: "This solicitation is for the procurement of a standard manufactured item or other similar procurement with no subcontracting opportunities." Firm should check Yes or No to both questions below and then explain in the exception information area below. Failure to provide an explanation may render the Proposal NON-RESPONSIVE (Subcontracting opportunities include things like: delivery, assembly, installation, painting, supplies etc. Supplies are items purchased specifically for this procurement other than the standard manufactured item requested by the invitation for Proposal).
  - a) Will you perform this entire contract without subcontractors? \_\_\_\_\_Yes\_\_\_\_No
  - b) Will you perform this entire contract without suppliers? \_\_\_\_\_Yes\_\_\_\_No

(If you answered no to *either* question above, please *fully* explain why you are seeking the exception. The existence of subcontractor and supplier opportunities, usually indicate that option #2 and the Good Faith Effort Documents apply.)

Authorized Signature

Name of Company (print)

Printed Signature and Title

Date

(Note: Failure to complete and return the DBE forms as indicated above, will result in rejection of the Proposal. The making of a material misrepresentation of fact could be a basis of disqualification and may cause a firm to be considered for classification as an irresponsible contractor and barred **from COSA work for a period of not exceeding six months**).

### **MUST BE SUBMITTED WITH PROPOSAL**

### City of San Angelo SCHEDULE OF UTILIZATION

List <u>all</u> DBE's expected to participate in performing the contract resulting from this solicitation. If you have <u>no DBE</u> participation, <u>but</u> you <u>are</u> subcontracting out (i.e. work deliveries, Transit, parts and supplies, etc...) a portion of this procurement, then *sign <u>and</u> date* this form <u>below</u> and <u>completely</u> and <u>thoroughly</u> fill out and sign the Good Faith Effort Documents.

NOTE: Any firm listed below <u>must</u> be certified by the <u>NCTRCA</u> and their corresponding certification number should be listed.

	Proposal Number:	
Name of prime Contractor (print)		
Note: If Prime Contractor is a certified DE	BE complete first section below for self.	
Name of DBE Subcontractor of DBE Prim	ne Contractor	
Address & Telephone Number		
Specify Subcontracting Tier:	Type of Work to be Performed	
Dollar Amount for Work: \$		
Name of DBE Subcontractor of DBE Prim	ne Contractor	
Address & Telephone Number		
Specify Subcontracting Tier:	Type of Work to be Performed	
Dollar Amount for Work: \$	NCTRCA Certification#:	
Name of DBE Subcontractor of DBE Prim	ne Contractor	
Address & Telephone Number		
Specify Subcontracting Tier:	Type of Work to be Performed	
Dollar Amount for Work	k: \$NCTRCA	Certification#:
<u> </u>		

The undersigned will enter into a formal agreement with DBE Subcontractors for work listed above in this schedule conditioned upon execution of a contract with the Senior Center Resources and Public Transit, Inc.

### SIGNATURE TITLE DATE

(Proposer may make <u>as many copies</u> of this schedule <u>as needed</u> to list <u>all</u> DBE subcontractors that will be used on this contract)

### **MUST BE SUBMITTED WITH PROPOSAL**

### City of San Angelo GOOD FAITH EFFORT DOCUMENTATION

If the Proposer <u>did not</u> meet or exceed COSA's DBE subcontracting goal, then the Proposer <u>must</u> comply with COSA's DBE policy by <u>documenting</u> that good faith efforts were made. <u>Please place a Yes or No</u> in blanks below for items <u>one, two and three</u> to *indicate* if you have <u>completed</u> the good faith effort form, <u>attached</u> any related support documents, <u>and provided</u> any additional information/support/clarification beyond that requested in the good faith effort documents. Item number three (providing additional information) is at the Proposer's <u>responsibility</u> to ensure that sufficient information is provided to COSA, so that good faith efforts can be comprehensively evaluated.

### I (i.e. the Proposer) have (Yes or No);

 1) completely filled out this good faith effort form with signature and date,
 2) attached any related supporting documents, and also
 <ol> <li>provided any additional information and/or documents that I (the Proposer) deemed necessary to support and/or clarify the good faith efforts that I made.</li> </ol>

It is the Proposer's responsibility to correctly, accurately, and substantively provide all necessary information to COSA, at the time of <u>Proposal submission</u>. The information provided by the Proposer must be sufficient enough for COSA to determine that the efforts made by the Proposer to obtain DBE participation were such efforts that a Proposer <u>actively</u> and <u>aggressively</u> seeking to meet those goals would make. Actions or efforts which are merely "pro forma" or "going through the motions" do not constitute good faith efforts to obtain the participation of DBEs. COSA will look not only at the different kinds of efforts that the Proposer has made, <u>but also</u> the <u>quality</u> and <u>intensity</u> of those efforts.

This information will then be evaluated by COSA for good faith effort compliance. Failure to comply will render the Proposal non-responsive.

Note: The information requested below is not intended to be an inventory or check list. The DOT does not require COSA to insist that any Proposer do any particular one or any combination of the items on this list. It is not intended to be an exclusive or exhaustive list of all actions a Proposer, acting in good faith actively or aggressively seeking to obtain DBE participation would make. Other types of efforts or factors may be relevant in appropriate cases.

### GOOD FAITH EFFORT DOCUMENTATION (cont.)

### **Good Faith Effort Information Requests**

1. Please list each and every subcontracting and/or supplier opportunity which will be available in the completion of this project, regardless of whether it is to be provided by a DBE or non-DBE (use additional sheets, if needed).

	Subcontracting Opportunities	Supplier Opportunities
1.		1.
2.		2.
3.		3.
4.		4.
5.		5.
6.		6.
7.		7.
8.		8.
9.		9.
10.		10.
11.		11.
12.		12.
13.		13.
14.		14.

### GOOD FAITH EFFORT DOCUMENTATION (cont.)

2.	Did you attend the pre-Proposal conference(s) scheduled by COS Date of pre-Proposal//	A?	Yes	No
	Did you request Proposals from DBEs that also attended theNo	pre-Pr	oposal confere	nce?Ye
	DBE Firm/Person Contacted?			
3.	Did you solicit Proposals from DBEs, within the subcontracting previously on question number one above <u>by mail</u> ?	and/or	supplier areas	that you listed
4.	Did you solicit Proposals from DBEs, within the subcontracting previously on question number one above by fax?	and/or		that you listed
5.	Did you solicit Proposals from DBEs, within the subcontracting previously on question number one above by telephone?	and/or		that you listed
6.	Did you solicit Proposals from DBEs, within the subcontracting previously on question number one above by some other means?			that you listed
	If yes, please explain.			
7.	Did you advertise in local newspapers? Yes		No	
	If yes, then please attach a copy(s) of advertisements, with the	ne date	advertised and	list the specifi

newspapers that were used.

8. Please provide the following information for every DBE firm that you contacted by any method or that initiated contact with you, but <u>will *not* be used</u> on this contract:

\_\_\_\_\_a) attach a listing of every DBE firm that you solicited a Proposal from or that initiated contact with you to ask about and/or submit an unsolicited Proposal to you and include their <u>mailing address</u>, <u>phone and fax numbers</u>, the date that solicitations were sent, and the method that the solicitation was <u>sent</u> (i.e. mail, fax, phone, personal contact, etc...) and please provide a DBE contact name, if you have one;

\_\_\_\_b) indicate that subcontracting area(s) that <u>you solicited</u> Proposals on from each DBE firm <u>and/or</u> the subcontracting area(s) for which each DBE firm submitted a Proposal to you, if different from what you solicited;

\_\_\_\_\_c) if DBE firms submitted Proposals, but those Proposals were rejected, provide an explanation for rejecting those Proposals <u>and attach documentation to support the reason for rejecting</u>

the Proposal (i.e. letter, memos, DBE Proposal amount, telephone notes, meeting notes, etc...);

\_\_\_\_\_d) if a DBE firms Proposal was <u>rejected because of price</u>, then list the DBE firm's Proposal price and the name and Proposal price of the subcontractor or supplier that you will use in lieu of the rejected DBE firm;

\_\_\_\_\_e) indicate the number of times that follow-up contact was made with DBE firms after the initial solicitations of interest.

9. Did you contract <u>all</u> DBE firms that you solicited Proposals from <u>in a timely manner</u> such that the DBE firms had at least <u>ten days</u> prior to the Proposal submission date to prepare and submit a Proposal to you?

	-	Yes	No	<u>If no.</u> please explain.
10.	regarding plar		ng down subcontract	instance, providing timely information s into economically feasible units to inications, etc.?
11.		rime Contractor?	ning bonding, lines of e	credit, or insurance required by COSA No
	L INFORMATIC			
	y that you made			roposer) deem necessary to support g goal (be sure to attach any support
Authorized	Signature	Nai	me of Company (Print)	)

Printed Signature and Title

Date

Note: Failure to complete and return DBE forms as indicated above, will result in rejection of the Proposal. The making of a material misrepresentation of fact could be a basis for disqualification and may cause a firm to be considered for classification as an irresponsible contractor and barred from COSA work for a period of not exceeding six months.

### 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/confliict forms.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 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 (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.

Pr- S. Sala

Roger S. Banks Division Manager

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entit	FORM CIC
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY
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).	Date Received
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 hat 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.	
Name of person who has a business relationship with local governmental entity.	
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 ap later than the 7th business day after the date the originally filed questionnaire become	
Name of local government officer with whom filer has employment or business relationshi	p.
Name of Officer	
This section (item 3 including subparts A, B, C & D) must be completed for each office employment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable in the section receiving or likely to receive taxable in the section receiving or likely to receive taxable in the section receiving or likely to receive taxable in the section receiving or likely to receive taxable in the section receiving or likely to receive taxable in the section receiving or likely to receive taxable in the section receiving or likely to receive taxable in the section receiving or likely to receive taxable in the section receiving or likely to receive taxable in the section receiving or likely to receive taxable in the section receiving or likely to receive taxable in the section receiving or likely to receive taxable in the section receiving or likely to receive taxable in the section receiving or likely to receive taxable in the section receives the section receives taxable in the section receives taxable taxabl	iment Code. Attach additional
income, from the filer of the questionnaire?	
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than inve direction of the local government officer named in this section AND the taxable income is governmental entity?	
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity wigovernment officer serves as an officer or director, or holds an ownership of 10 percent or me	
Yes No	
D. Describe each employment or business relationship with the local government officer nar	ned in this section.
Signature of person doing business with the governmental entity	Date
THIS FORM MUST BE RETURNED WITH THE PROPO	

#### LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO As defined by Chapter 176 of the Texas Local Government Code (Revised 8/6/13)

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 Don Vardeman, 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 Pedro Ramirez – Director

Executive Director: Roland Peña



### **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		
Ву		
Title		
Address		

City, State Zip

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

### **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 disgualify 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.



### 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: \_\_\_\_\_\_.

Company

Signature

Title

Address

City, State Zip

THIS FORM MUST BE RETURNED WITH THE PROPOSAL

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



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 Proposal. (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:	
Telephone Number:	
Scope Of Work:	
Contract Dariad	

### **Reference Three**

Government/Company Name:	
Location:	
Telephone Number:	
Scope Of Work:	
Contract Period:	
Contract Period:	

### **Contractor References (continued)**

	Reference Four		
Government/Comp	bany Name:		
Location:			
	nd Title:		
	r:		
	Reference Five		
Government/Comp	bany Name:		
Location:			
Contact Person Ar	nd Title:		
	r:		
Scope Of Work:			
Contract Period: _			
	THIS FORM MUST BE RETURNED WITH THE PROPOSAL		

Company Name

City of San Angelo 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:	
Contract Period:	

### City of San Angelo Experience (continued)

	Reference Four	
Government/Company Name:		
Location:		
Telephone Number:		
Scope Of Work:		
	Reference Five	
Government/Company Name:		
Telephone Number:		
Scope Of Work:		
Contract Period:		

Company Name

#### Local Area Experience

 $\sim$ 

List t 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 wornmont/Compose N

Government/Company Name:
Location:
Contact Person And Title:
Telephone Number:
Scope Of Work:
Contract Period:
Contract Period:

### Local Area Experience (continued)

	Reference Four
Government/Company Name:	
Location:	
Contact Person And Title:	
Scope Of Work:	
Contract Period:	
	Reference Five
Government/Company Name:	
Scope Of Work:	
Contract Period:	

### 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:		
Contact Name:			
Category of Work:	****		
Business Name:			
Contact Name:			
Telephone:			
Address, City, State, Zip:			
Category of Work:	********** % of Proposed Contract Amount:		
Business Name:			
Contact Name:			
Address, City, State, Zip:			
Category of Work:	*****		
Business Name:			
Contact Name:			
Telephone:			
Address, City, State, Zip:			
List of Subcontrac THIS FORM MUST BE RETURNED WITH THE PROPOSAL			

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:	*****	
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%

### **Contractor Contact Information**

Please Print		
Contact Name:		
Mailing Address:		
City, State Zip Code:		
Accounts Receivable Address		
City, State Zip Code		
Tax ID:		
Payment Terms:		
Telephone:	FAX:	
Email:		

### Attach IRS W9 FORM

### END OF PROPOSAL DOCUMENTS