



INVITATION TO BID

| | |
|---------------------------------------|--|
| Bid Number: | Bid Name: Concrete/Asphalt Labor & Materials |
| Bid Close Date: | Bid Close Time: |
| 502 Elm Street Sanger, Texas 76266 | Contact: Jim Bolz Public Works Department 201 Bolivar Street Sanger, Texas 76266 |
| FOR THIS BID | Email: jbolz@sangertexas.org |
| Insurance Required: Yes | Phone: 940-458-2571 |
| Bid Bond Required: No | |

Contract

**THE STATE OF TEXAS)
THE COUNTY OF DENTON)**

Know all men by these presents:

If this document is accepted by the City of Sanger, the undersigned "vendor authorized agent" below agrees:

1. To perform all work in the City of Sanger as per bid specifications attached hereto and made a part of for all purposes.
2. To be paid consideration by The City of Sanger as set forth in the Instructions to Bidders, Bid Specification, Bid Tabulations, Insurance, and Miscellaneous Forms.
3. That any disputes will be resolved by a Court of Competent Jurisdiction in Denton County, Texas.
4. To abide by all terms and conditions set forth in Bid Specification
5. To hold harmless the City from all costs or damages as to any claim that may be asserted against the City by any person or entity abiding from the work to be performed by vendor, including reimbursement to the City of any reasonable and necessary attorney fees.



Acceptance of this bid by signature of the City Manager and the Authorized Agent Signature below will make this document a legally binding and fully executable contract between the City of Sanger and the vendor below. In witness thereof, the parties to this contract and agreement have duly executed same as evidenced by their signatures affixed.

City Manager Signature

Date

Vendor Authorized Agent Signature

Date

| | |
|---------------|---------------------------------|
| Company Name: | Company's Authorized Agent: |
| | Name & Title (Typed or Printed) |
| Phone: | Email |



READ ALL PAGES OF THIS SPECIFICATION BEFORE SUBMITTING

ACKNOWLEDGEMENT OF BID REQUIREMENTS

| | |
|--|---|
| Bidders, before you submit this bid, endure you have: | |
| 1. | Read all instruction contained in the specifications. If you have questions, please contact the Public Works Director: Jim Bolz |
| 2. | Enclosed three (3) signed copies of the bid tabulations, one (1) original, and two (2) copies. |
| 3. | Signed the cover page of the Invitation to Bid in the "Vendor Authorized Agent Signature" block |
| Failure to sign the cover page under "Contract" will render your bid non-compliant. | |
| | |
| | |
| <p>ALL PAGES OF THIS SEALED BID, in triplicate, subject to the Terms and Conditions of this INVITATION TO BID and any contract provisions, will be received at the City of Sanger City Hall Office, <u>502 Elm Street, Texas 76266</u> by deliver or to <u>PO Box 1729, Sanger, Texas, 76266</u> if by US Mail, before the closing time and date shown on the cover page. Bids must be returned in a sealed envelope, addressed to the Public Works Director, City of Sanger and have the bid number, closing date, and Company name clearly marked on the outside of envelope. Late bids will be retained unopened by the City and not be considered in the evaluation of the bid. Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening without the recommendation and approval of the Purchasing Agent. The period for acceptance of this proposal shall be 90 calendar days.</p> | |
| <p>"I HAVE READ AND UNDERSTAND ALL BID REQUIREMENTS FOR THIS BID LISTED ABOVE."</p> | |
| <p>Signature and title of authorized official</p> | <p>Date</p> |



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Instructions to Bidder

The instructions contained herein are meant to cover the entire gamut of bid request that may be requested from the City of Sanger. Not all of the instructions in this package will pertain to each bid released. These Instructions to Bidders are meant to be an all-inclusive set of instructions that will provide basic requirements/instructions for bidders for most purchasing requirements. Specific questions can be answered by calling the Public Works Director 940-458-2571

BID DELIVERY

Bids must be received at City Hall prior to the due date/time. It is the sole responsibility of the Bidder to ensure timely delivery of the bid. The City will not be responsible for failure of service of the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the bidder.

Vendors are reminded that the U.S. Postal Service deliveries may be delayed. Vendors are responsible for on-time deliveries of bid documents to the City of Sanger, and are strongly encouraged to use alternate means, such as overnight/hand delivery carriers, or allow ample time for USPS deliveries to be received in time. Additional, local courier firms and copy shops may accept fax copies, seal them and deliver to the City, for fees, for which the vendor bears full responsibility of payment or associated fees.

BID DOCUMENTS

Location of Documents: Bid packages are issued by the Public Works Department. The location and phone number for the Public Works Department is specified in the advertisement and on the cover page of this document. Bids can be requested via email by contacting the Public Works Office at the email address proved on the cover of this package, or they can be picked up at the Public Works Office.

Review of Documents: Bidders are expected to examine all documents that make up the bid. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the bid. Bidders must use a complete bid for submission, meaning ALL



pages originally accompanying this package must be returned to be considered for award. The City assumes no responsibility for any errors or misrepresentation that results from the use of incomplete bids.

EXPLANATION OR CLARIFICATIONS

Any explanation, clarification, or interpretation desired by a bidder regarding any part of the bid must be requested in writing from the Public Works Office with sufficient time, not less than 72 hours before bid closing, allowing for a written addendum to reach each bidder before the submission of the bid. Interpretations, corrections, or changes to the bid made in any other manner are not binding upon the City, and bidders shall not rely upon such interpretations, corrections or changes. Requests for explanations or instructions may be emailed to the Public Works Office at publicworks@sangertexas.org. The email must clearly identify the bidder's name and bid number. Any written information given to one bidder concerning a bid will be furnished as an addendum to all bidders who have been issued a bid package.

PREPARATION OF BID

Each bidder must furnish the information required by the bid on the documents provided. Bids submitted on forms on other than those included in the bid package will be considered non-responsive. Any attempt to alter the wording in the bids is ineffective and will result in rejection of the bid.

Taxes: Purchases of Goods or Services by the City are usually exempt from City, State, and most Federal Taxes. Bids should not include exempted taxed. The successful bidder should request a Tax Exemption Certificate from the Purchasing Office. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption under any contract.

Brand Name or Equal: If the bid indicates brand name or "equal" products are acceptable. The bidder may bid an "equal" product but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "Equal" solely remains with the City.



Delivery Time: Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met, or the date is not indicated, the bidder shall state its best delivery time.

Free on Board (FOB) Point: The bidder should quote its lowest and best price, with the goods delivered to the place specified, at the bidder's expense and risk, and their tender delivery to the City. Bids offering any other delivery proposal are not acceptable and maybe cause for rejection.

Prices: Bids shall be firm unless otherwise specified. Pricing shall be entered on the Quotation Form in ink. Totals shall be entered in the Total Price column. In the event of a discrepancy between unit price and extended price, the unit price shall govern.

Quantities: Quantities listed are derived from historical data and are used only for the purpose of the bid preparations. Actual quantities may or may not exceed those listed within this document. The City of Sanger reserves the right to add additional quantities at the pricing reflected in this document.

Signature: The bidder MUST sign the "original" copy of the bid specification. The bid must be signed on the cover sheet in the "Vendor Authorized Agent Signature" block. By signing there, this doesn't immediately constitute that a contract is in place. The contract is accepted by the City when the City Manager affixes his signature next to the "Vendor Authorized Agent Signature" block after all bids are reviewed and an award is made. When the vendor places his/her signature on the cover page of the bid specification, he/she is attesting to having read and understanding the contents of this bid specification.

Bid Security: When a bid security is required for submission the requirement will be in the form of a cashier's check or acceptable surety bond in the amount indicated and must be submitted at the time the bid is submitted. The bid is subject to forfeiture, in the event the successful bidder fails to execute the contract documents within Ten (10) calendar days after the contract has been awarded. To be an acceptable surety on the bond (1) the name of the surety shall be included on the current Department of the



Treasury's Listing of Approved Sureties (Department Circular 570), or (2) the surety must

have capital and surplus equal Ten (10) times the amount of the bond. The surety must be licensed to do business in the State of Texas.

BID BONDS SUBMISSION AND TYPES

Upon submission of Bids

\$25,000 - \$99,999

Bid bond for 5% of total submitted bid

Upon Bid Award

Payment bond for 5% of total submitted bid

Maintenance bond (Public Works) for 100% of total bid price is required

Over \$100,000

Performance bond for 5% of total bid

Alternate Bid: Bidders may offer an "equal" product as an alternate bid. Final "approved equal" determination remains with the City.

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Bid Preparations Costs: All costs associated with preparing a bid in response to a bid solicitation shall be borne by the bidder.

Payment: All payment terms shall be "Net 30 Days" unless specified in the bid document.



SUBMISSION OF BIDS

Bidders are required to submit three (3) signed copies, one (1) labeled "original" and two (2) labeled "copy." "Original" copy of the bid MUST have the original signature

Addendum: Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the bid if requested or under separate cover prior to the due date. The Addendums containing bid pricing should be returned in a sealed envelope marked on the outside with the bidder's name, address, bid number, and the due date and time.

Late Bids: Bids must be received in the City Hall Office prior to the due date. All bids received after the due date are considered late and will be retained by the City and will not be opened nor considered in the evaluation of the bid. The clock at the reception desk in the City Hall office is the time of record. It is the sole responsibility of the bidder to ensure timely delivery of the bid. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the bidder.

MODIFICATIONS OR WITHDRAWAL OF BIDS

Modification of Bids: Bids may be modified in writing at any time prior to the due date and time

Withdrawal of Bids: Bids may be withdrawn in writing or telegraphically at any time prior to the due date. A bid may also be withdrawn in person by a bidder, provided the withdrawal is made prior to the due date. A receipt of withdrawal must be signed by the bidder. No bids may be withdrawn after the due date without forfeiture of the bid guarantee (if required), unless there is a material error in the bid. Withdrawn bids may be resubmitted, with or without modifications, up to the due date. The City may require proof of agency from person withdrawing bid.

OPENING OF BIDS

The Public Works representative responsible for opening bids shall confirm the time and announce the bid opening. The representative shall then



personally, and publicly open all bids received on time and read each bid aloud.

EVALUATION FACTORS AND AWARD

Evaluation: Bidders may furnish pricing for all or any portion of the bid (unless otherwise specified). However, the City may evaluate and award the contract for any item or group of items shown on the bid, or any combination deemed most advantageous to the City. Bids that specify an “all or none” award may be considered if a single award is advantageous.

Award: The City of Sanger shall award the bid to the lowest responsible bidder or to the bidder providing goods or services at the best value for the City. In determining the “best value”, the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code.

1. Purchase Price;
2. Reputation of the bidder and the bidder's goods/services;
3. Quality of the bidder's goods or services;
4. Extent to which the goods or services meet the municipality's needs;
5. Bidder's past relationship with the municipality;
6. Impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.
7. Total long-term cost to the municipality to acquire the bidder's goods or services; and
8. Any relevant criteria specially listed in the request for bids or proposals.

Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.

Acceptance of Bid: Acceptance of a bid will be in the form of a Purchase Order. Acceptance of a bid for a supply or service agreement will be by



contract. Subsequent purchase releases may be issued as appropriate. The contents of the bid specification shall become a part of the contract. Under no circumstances will the City be responsible for goods or services provided without an acceptance signed by an Authorized City Representative.

Reservations: The City expressly reserves the right to:

1. Specify approximate quantities in the bid;
2. Extend the bid opening date and time;
3. Consider and accept alternate bids, if specified in the bid documents, when most advantageous to the City;
4. Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services;
5. Waive any minor informality in any bid or bid procedure (a minor informality that is one that does not affect the competitiveness of the bidder);
6. Add additional terms or modify existing terms in the bid;
7. Reject a bid because of unbalanced unit bid prices;
8. Reject or cancel any or all bids;
9. Reissue a bid; and/or
10. Procure any item by other means.
11. Determine if a product is an "approved equal".

POST BID DOCUMENTS REQUIRED FROM SUCCESSFUL BIDDER

Certificates of Insurance: When insurance is required, the bidder must provide certificates of insurance in the amounts and for the coverage required to the Public Works Office within 15 working days after notification of award, or as otherwise required by the bid specifications.

Payment, Performance, and Maintenance Bonds: When payment, performance, and/or maintenance bonds are required, the bidder must provide the bonds, in the amounts and on the conditions required, within fifteen (15) working days after notification of award, or as otherwise required by the



bid specifications. Bond requirements are listed under "Bid Security" in these instructions.

CONTRACT/ANNUAL AGREEMENT

This bid document, as amended by addendum/s if required, returned and awarded by Sanger City Council shall constitute the contract, unless a different set of documents are required by other statutes or charters.

CONTRACT TERM

The contract shall be for an initial term of one (1) year beginning upon City Council approval. Three (3), one-year renewal periods will be available if both parties agree to contract renewal. Contract rates can be adjusted upward or downward at the time of renewal at a percentage not to exceed the effective change in the Consumer price index (CPIU) for the previous twelve (12) months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

FUNDING OUT CLAUSE

Should funding not be approved by the City Council for any given budget year during the contract term, the contract will become null and void upon completion of the appropriated funding.

Bid Tabulations

Bid #####

Concrete/Asphalt Labor and Materials

It is the intent of this tabulations to obtain annual pricing agreement for the purchase of Concrete and Asphalt Labor and Materials for the City of Sanger Public Works Department



Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the City will use.

Proposal Fee Sheet

Concrete: **(Limestone aggregate, no fly ash, complete in place from start to finish.)** All the following must be completed per the specifications herein and applied over the correct base. All fees must be included in the cost.

| ITEM | DESCRIPTIONS | QUANTITY | UNIT PRICE PER SQ. FT. |
|-------------|--|---|----------------------------------|
| 1 | New 4-inch reinforced sidewalk, 3,000 psi concrete, #3 rebar on 24" centers | Less than 500 SF 501 SF to 4,000 SF 4,001 SF to 10,000 SF | \$ _____ \$ _____ \$ _____ |
| | Remove & Replace 4-inch reinforced sidewalk, 3,000 psi concrete, #3 rebar on 24" centers | Less than 500 SF 501 SF to 4,000 SF 4,001 SF to 10,000 SF | \$ _____ \$ _____ \$ _____ |



| ITEM | DESCRIPTIONS | QUANTITY | UNIT PRICE PER SQ. YD. | |
|-------------|--|--|--|----------------------|
| 2 | New 6-inch reinforced 4,000 psi concrete street paving, #4 rebar on 18" centers | Less than 100 Sq.Yd. 101 Sq.Yd. to 400 Sq.Yd. | \$ _____ \$ _____ | |
| | Remove & Replace 6-inch reinforced 4,000 psi concrete street paving, #4 rebar on 18" centers | Less than 100 Sq.Yd. 101 Sq.Yd. to 400 Sq.Yd. | \$ _____ \$ _____ | |
| | 3 | New 6-inch reinforced 5,000 psi High Early Strength concrete street paving, #4 rebar on 18" centers | Less than 100 Sq.Yd. 101 Sq.Yd. to 400 Sq.Yd. | \$ _____ \$ _____ |
| | | Remove & Replace 6-inch reinforced 5,000 psi High Early Strength concrete street paving, #4 rebar on 18" centers | Less than 100 Sq.Yd. 101 Sq.Yd. to 400 Sq.Yd. | \$ _____ \$ _____ |



| | | | |
|-------------|--|--|-----------------------------------|
| 4 | New 8-inch reinforced 4,000 psi concrete street paving, #5 rebar on 18" centers | Less than 100 Sq.Yd. 101 Sq.Yd. to 400 Sq.Yd. | \$ _____ \$ _____ |
| | Remove & Replace 8-inch reinforced 4,000 psi concrete street paving, #5 rebar on 18" centers | Less than 100 Sq.Yd. 101 Sq.Yd. to 400 Sq.Yd. | \$ _____ \$ _____ |
| 5 | Saw & remove concrete and asphalt and construct ADA approved handicapped ramp, #3 rebar on 24" centers | Each | \$ _____ |
| ITEM | DESCRIPTIONS | QUANTITY | UNIT PRICE PER LINEAR FOOT |
| 6 | Remove & Replace 6-inch standup curb 3,000 psi, #4 rebar | Per Linear Foot | \$ _____ |
| | Remove & Replace 6-inch laydown curb 3,000 psi, #4 rebar | Per Linear Foot | \$ _____ |



| | | | |
|---|--|-----------------|---------|
| 7 | Remove & Replace 6-inch standup curb 4,000 psi, #4 rebar | Per Linear Foot | \$_____ |
| | Remove & Replace 6-inch laydown curb 4,000 psi, #4 rebar | Per Linear Foot | \$_____ |



Asphalt: All the following must be completed per the specifications herein and applied over the correct base. All fees must be included in the cost.

| ITEM | DESCRIPTIONS | QUANTITY | UNIT PRICE PER SQ. FT. |
|-------------|---------------------------------|-----------------------|-------------------------------|
| 8 | New 3-inch asphalt | Less than 500 SF | \$ _____ |
| | | 501 SF to 4,000 SF | \$ _____ |
| | | 4,001 SF to 10,000 SF | \$ _____ |
| | Remove & Replace 3-inch asphalt | Less than 500 SF | \$ _____ |
| | | 501 SF to 4,000 SF | \$ _____ |
| | | 4,001 SF to 10,000 SF | \$ _____ |
| 9 | New 4-inch asphalt | Less than 500 SF | \$ _____ |
| | | 501 SF to 4,000 SF | \$ _____ |
| | | 4,001 SF to 10,000 SF | \$ _____ |
| | Remove & Replace 4-inch asphalt | Less than 500 SF | \$ _____ |
| | | 501 SF to 4,000 SF | \$ _____ |
| | | 4,001 SF to 10,000 SF | \$ _____ |
| 10 | New 6-inch asphalt | Less than 500 SF | \$ _____ |
| | | 501 SF to 4,000 SF | \$ _____ |
| | | 4,001 SF to 10,000 SF | \$ _____ |



| | | | |
|--|---------------------------------------|--------------------------|----------|
| | Remove & Replace 6-inch asphalt | Less than 500 SF | \$ _____ |
| | | 501 SF to 4,000 SF | \$ _____ |
| | | 4,001 SF to 10,000 SF | \$ _____ |

Bond Fee:

Percentage of cost added for providing Performance and Payment Bonds on any single job in excess of \$50,000.00.

_____ %



INSURANCE

INSURANCE REQUIREMENTS (IN THE MINIMUM OF)

The successful bidder shall submit evidence of required insurance on an original Acord certificate not later than fifteen (15) working days following bid award notification. Failure to submit the required document(s) may result in rescinding the award. The bid may thereafter be awarded to the next lowest bidder.

1. A certificate of insurance is not required at the time of the bid. However, an insurance certificate is required to be on file prior to the start of any work.
2. **Commercial General Liability:** \$500,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. This policy shall have no coverages removed by exclusions.
3. **Automobile Liability:** \$500,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.
4. **Workers' Compensation and Employers' Liability:** Statutory. Employers Liability policy Limits of \$100,000.00 for each accident, \$500,000.00 policy limit.

Other Insurance Provisions

1. The City shall be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bind coverages on its behalf.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice had been proved to the City. If the policy is canceled for non-payment of premium, only ten (10) days' notice is required



3. Insurance is to be placed with insurers with a Best rating of no less than AVII. The company must also be duly authorized to transact business in the State of Texas.
4. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under the contract.
5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

Public Works Department – Bid #####
City of Sanger
502 Elm Street
Sanger, Texas 76266

6. Workers' Compensation Insurance Coverage
 - a. **Certificate of coverage** ("Certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employee providing services on a project, for the duration of the project
 - b. **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
7. Persons providing services on the project ("subcontractor" in Section 406.096) – Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employee of any such entity, or employees of any providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.



8. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
9. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
10. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended
11. The contractor shall obtain from each person providing services on a project, and provide the governmental entity:
 - a. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all person providing services on the project; and
 - b. No later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - c. The contractor shall retain all required certificate of coverage for the duration of the project and for one (1) year thereafter.
 - d. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
 - e. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all person providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.



- f. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- i. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project;
 - ii. Provide to the contractor, prior to that persons beginning work on the project, a certificate of coverage showing that coverage *is* being provided for all employees of the person providing services on the project, for the duration of the project;
 - iii. Provide the contractor, prior to the end of the coverage period, a new certificate of
 - iv. Coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - v. Obtain from each other person with whom it contracts and provide to the contractor.
 - vi. A certificate of coverage, prior to the other person beginning work on the project; and a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - vii. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - viii. Notify the governmental entity in writing by certified mail or persona delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - ix. To perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services



12. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
13. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.



MISCELLANEOUS FORMS
NO BID
SHEET FOR
BID INVITATION NO. #####

City of Sanger

Public Works Department
502 Elm Street
Sanger, Texas 76266

Please check the items that apply

- Do not sell the item(s) required
- Cannot be competitive
- Cannot meet the Specifications highlighted in the attached bid
- Cannot provide insurance required
- Cannot provide bonding required for individual projects over \$50,000.00
- Cannot comply with indemnification requirements
- Job too large
- Job too small
- Do not wish to do business with the City
- Other reasons

Company Name: _____

Authorized Officer or

Agent Signature: _____

Telephone Number: _____

Email Address: _____



CITY OF SANGER
 COOPERATIVE PURCHASING FORM
 BID NUMBER #####

Should other Government Entities decide to participate in the contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes No

If you, the Vendor checked yes, the following will apply: Government Entities utilizing Inter-Governmental Contracts with the City of Sanger will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Sanger will be billed directly to that Governmental Entity and paid by the Governmental Entity. The City of Sanger will not be responsible for another Governmental Entity's debts. Each Governmental Entity will purchase materials and services as need.

BY SIGNING BELOW, YOU UNDERSTAND THAT YOU HAVE READ THE ABOVE COOPERATIVE PURCHASING GUIDELINES AND AGREE TO THE ENCLOSED TERMS AND CODITIONS.

| | |
|---|-----------------------------------|
| Company Name and Address | Company's Authorized Agent |
| | |
| | Signature |
| | |
| | Name and Title (typed or printed) |
| Federal ID Number (TIN) or SSN and Name | |
| Telephone Number | Date |
| Email Address | |



NON-RESIDENT VENDOR FORM

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of Contracts to non-resident bidders for out of state contractors whose corporate offices or principal place of business are located outside of the state of Texas. This law states that to be awarded a contract as low bidder a non-resident bidder's response for construction, improvement's or supplies and services in Texas will be bid in an amount lower than the lowest Texas resident bidder. By the same amount that the 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.

NON-RESIDENT BIDDERS

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.

SECTION A

Our principal place of business or corporate office is located in the State of Texas.

Yes No

Bidder:

_____ By: _____ Company
(Please Print)

_____ Signature: _____

_____ Title: _____
City, State, Zip (Please print)



**FOR MINORITY AND/OR WOMAN OWNED
BUSINESS ENTERPRISES**

(To be completed only if applicable)

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Sanger Procurement process. The Public Works Department will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Sanger recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contract:

| | |
|--|---|
| State of Texas HUB Program Texas Building and Procurement Commission PO Box 13047 Austin, TX 78711-3047 (512) 463-5872 http://www.tbpc.state.tx.us/hubbid | North Central Texas Regional Certification Agency 616 Six Flags Drive, #416-LB 24 Arlington, TX 76011 (817) 640-0606 http://www.nctrca.org |
|--|---|

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Sanger vendor database, this form, along with a copy of your certification, must be returned to the City of Sanger Public Works Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Public Works Department, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instruction to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Sanger, Public Works Department, 502 Elm Street, Sanger, Texas 76266.

| | |
|-------------------|--|
| COMPANY NAME: | |
| REPRESENTATIVE: | |
| ADDRESS: | |
| CITY, STATE, ZIP: | |
| EMAIL: | |
| TELEPHONE NUMBER: | |

INDICATE ALL THAT APPLY

Minority Owned Business Enterprise

Woman Owned Business Enterprise



Reference 1

Name of company: _____

Phone number: _____ Point of contact _____

Scope of work complete _____

Duration of project _____

Reference 2

Name of company: _____

Phone number: _____ Point of contact _____

Scope of work complete _____

Duration of project _____

Reference 3

Name of company: _____

Phone number: _____ Point of contact _____

Scope of work complete _____

Duration of project _____

Reference 4

Name of company: _____

Phone number: _____ Point of contact _____

Scope of work complete _____

Duration of project _____

*Do not use the City of Sanger as a reference

**Duplicate this page as necessary