



City of Dayton  
117 Cook St.  
Dayton, Tx 77535  
936.258.2642

**RFP Project: E Waring to N Colbert Road Pave  
CODTX-RFP2024-05**

The City of Dayton is accepting sealed proposals for the repavement of East Waring Street to North Colbert equaling the length of 1,438'.

**Schedule of Events for RFP:**

Advertisement for Request for Proposals: 10/10/2024  
Mandatory Pre-bid Meeting: **By appointment**  
Sealed RFP Due: 10/24/2024  
City Council Meeting: **TBD**

Proposals will be received at City Hall, 117 Cook Street, Dayton, Tx 77535 until **10/24/2024, 2:00 pm**. Proposal envelopes shall be plainly marked on the lower left-hand corner with your company name and the following information:

**Sealed RFP #CODTX-RFP2024-05 For: E Waring to N Colber Road Pave  
Company Name Do Not Open Until: 10/24/2024, 2:00 pm**

The bid packet may be obtained from the City of Dayton City Hall, 117 Church Street, Dayton, Tx 77535, 936.258.2642, or online at [www.cityofdayontx.org](http://www.cityofdayontx.org).

**Any deviation from our General Terms and Conditions for Bidding and the Special Terms and Conditions must be noted on the Deviation/Compliance Signature form provided.**

Proposals will be publicly opened immediately following the specified deadline. Any proposal received later than the specified time, whether delivered in person or mailed, will be disqualified. **FAXED PROPOSALS WILL NOT BE ACCEPTED.**

After the evaluation of all proposals is completed, the Public Works Director will present a recommendation to the City of Dayton council at a scheduled meeting. After approval by the city council, bidders will be contacted.

The City of Dayton reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the city. If additional information should be required, contact the undersigned at 936.258.2642.

Respectfully,

Murphy Green

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## **SCOPE OF WORK**

The City of Dayton is accepting bids for paving of the road from East Waring Street to North Colbert Street. The contractor shall provide all labors, materials, equipment, and supervision required to complete the repaving of the listed road. The scope of work includes, but is not limited to the following:

### **1. Pre-Construction Activities:**

- Conduct a site inspection and survey to assess existing conditions.
- Develop and submit a detailed project schedule, including start and completion dates.
- Obtain all necessary permits and approvals from local authorities.
- Coordinate with local utilities to identify and protect existing underground infrastructure.

### **2. Surface Preparation:**

- Remove existing pavement as necessary, including milling or full-depth removal where specified.
- Dispose of all removed materials in accordance with local regulations.
- Repair any sub-base or base failures, including excavation, grading, and compaction as required.

### **3. Pavement Installation:**

- Supply and install a new asphalt pavement layer, including base, binder, and surface courses as specified.
  - i. 8" base with a concrete powder mixture
- Ensure proper compaction and smoothness of the new pavement in accordance with industry standards and project specifications.
- Apply tack coat between pavement layers as required.
- Address any transitions, tie-ins, and joint construction with adjacent pavements.
- Raise manhole covers and valve covers to new surface as required

### **4. Markings and Signage:**

- Reapply pavement markings, including centerlines, lane markings, crosswalks, and other required traffic control markings.
- Install or adjust road signage as specified in the project documents.

### **5. Quality Control:**

- Perform all necessary testing to ensure compliance with project specifications, including but not limited to, compaction tests, material quality tests, and smoothness tests.
- Provide documentation of all test results and any corrective actions taken.

### **6. Site Restoration:**

- Restore all disturbed areas, including but not limited to, grassed areas, sidewalks, and landscaping.
- Clean up and remove all debris, materials, and equipment from the site upon project completion.

### **7. Post-Construction:**

- Conduct a final inspection with the project manager or designated representative with City approval.
- Address any punch list items identified during the final inspection.
- Provide a warranty for the work performed as specified in the contract.

**Waring to N Colbert Road Pave, RFP# CODTX-RFP2024-05 Request for Proposal**

**Bid Opening Date and Time: 10/24/2024, 2:00 pm**

**Location of Bid Opening: City Hall, 117 Cook Street, Dayton, Tx 77535**

**Project Timeline: Completion within 2 months of bid award**

The undersigned authorized representative of the vendor indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the company indicated below, and 2. That he/she has carefully examined this Bid Notice, the accompanying Bid Forms, and the General Terms and Conditions and Item Specifications associated with this Bid Invitation, and
3. That he/she proposes to supply any products or services submitted under this Bid Invitation at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Bid Invitation, unless any exceptions are noted in writing with this bid response, and
4. If any part of the bid is accepted, he/she will furnish all products or services awarded under this bid at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Bid Invitation, unless any exceptions are noted in writing with this bid response, and
5. That any and all exceptions to the General Terms or Conditions of this bid have been noted in writing in this bid response, and that no other exceptions to the General Terms or Conditions will be claimed.

By submitting a bid, each bidder agrees to waive any claim it has or may have against the City of Dayton, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Documents; acceptance or rejection of any bids; and award of the Contract. Offeror agrees to exhaust its administrative remedies under City Policy and the Disputes Clause of any resulting contract before seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any resulting contract.

_____	_____	Name of
Bidding Company Date		
_____	_____	Address
Signature of Authorized Representative		
_____	_____	City, State,
Zip Printed name of Authorized Representative		
_____	_____	Contact
Name Position of Authorized Representative		
_____		
Telephone Number of Contact Person		
_____		
Fax Number of Contact Person		
_____		
E-mail Address of Contact Person	_____	Web Address

**E Waring to N Colbert Road Pave, RFP# CODTX-RFP2024-05 Bid Form**

\_\_\_\_\_  
\_\_\_\_\_  
Firm Name Date

\_\_\_\_\_  
\_\_\_\_\_  
Address Phone #

\_\_\_\_\_  
\_\_\_\_\_  
City, State, Zip Fax #

\_\_\_\_\_  
\_\_\_\_\_  
Bidder's Printed Name Bidder's  
Signature

The bidder signing above, being familiar with all conditions relating thereto, hereby makes proposals as follows: **Special Conditions of Bidder**

**BID PRICE FOR EACH PROJECT**

**E Waring to N Colbert Road Pave:**

\$ \_\_\_\_\_ **BE**

**SURE TO INCLUDE SPECIFICATIONS FOR ALL PRODUCTS USED IN BID.**

**INCLUDE A TIMELINE FOR COMPLETING BASE BID PROJECTS PRIOR TO .**

**E Waring to N Colbert Road Pave:**

\_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

1. Bids shall be submitted on this form. All prices must be typed or written in ink. Bids written in pencil will not be accepted. Each bid shall be placed in a separate envelope, sealed and properly identified with the bid title and the time and date to be opened.
2. Bids must be received at City Hall before the hour and date specified. **DO NOT FAX YOUR BID!** 3. Prices on bid should be F.O.B. destination, inside delivery. All freight charges must be included in your bid pricing. If otherwise, state on the Deviation/Compliance Signature form.
4. Delivery shall be made during normal work hours unless prior approval has been obtained from authorized City personnel.
5. All items bid must be new, unused, and in first-class condition, packaged in containers suitable for shipment and storage. If otherwise, state on the Deviation/Compliance Signature form. All electrical items must meet all applicable OSHA standards, and regulations and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories. Materials Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS Sheets must be provided for each ordering department. MSDS Sheets must be delivered along with the shipment within the contract period. Additional MSDS Sheets must be provided in a timely manner at no charge upon request to the City.
6. Installation: the successful bidder shall provide the following services on the items bid, at no additional cost to the City, if otherwise, stated on the Deviation/Compliance Signature form.
  - a. Provide transportation of items to the facility.
  - b. Place the items in the proper location within the facility.
  - c. Uncrate and completely assemble (if otherwise, state on Deviation/Compliance Signature form).
  - d. Provide adjustment by a trained installation mechanic.
  - e. Remove all debris from the site.
7. The City is exempt from Federal Excise Tax, and State Tax. Do not include tax in your bid totals. If it is determined that tax was included in the bid, it will not be included in the tabulation or any awards. Tax exemption certificate will be furnished upon request.
8. Any catalog, brand name, or manufacturer's reference used in the bid is descriptive and not restrictive and is intended to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand, model, etc. of the item being offered. If other than the brand(s) specified is offered, complete descriptive information of each article being bid should be included with the bid. If the bidder takes no exception to the specification of referenced data, he will be required to furnish brand names, models, etc. as specified.
9. Samples, when requested, must be furnished at no cost to the City. Each sample, when requested, should be clearly marked with the bidder's name and item number on the bid. **DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.**
10. The City Council of the City of Dayton reserves the right to accept or reject all or any part of any bid, waive minor technicalities, and award the bid to best serve the interest of the City.
11. The City reserves the right to purchase or lease-purchase additional articles as listed on this bid subject to verification of the same or lower prices and conditions on the bid.
12. All items and services being bid must conform to all appropriate local, state, and federal laws, ordinances, and regulations.
13. It is to be understood that the bidder if awarded an order or contract, agrees to protect, defend, and hold harmless the City of Dayton from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture

and/or construction or from a part of the work covered by either order or contract and, bidder further agrees to indemnify and hold harmless the City of Dayton from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the vendor, his servants or agents.

14. It is not the policy of the City to purchase on the basis of low bids alone. In evaluating bids submitted, the following considerations shall be taken into account to determine the best value for the City. a. the purchase price; b. the reputation of the vendor and of the vendor's goods or services; c. the quality of the vendor's goods or services; d. the extent to which the goods or services meet the City's needs; e. the vendor's past relationship with the City; f. the impact on the ability of the City to comply with laws and rules relating to historically underutilized businesses; g. the total long-term cost to the City to acquire the vendor's goods or services; h. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (a) has its principal place of business in this state; or (b) employs at least 500 persons in this state; and i. any other relevant factor specifically listed in the request for bids and proposals.
15. The contract will be awarded in the best interest of the City of Dayton.
16. If the City fails to appropriate funds to provide for the annual renewal of a contract, the City may cancel without a termination charge. This is provided that the Contractor receives at least 30 days written notice of termination stating the lack of funding as the reason for the termination.
17. The City of Dayton may not be held liable for non-funding of a contract caused through no fault of its own.
18. All Bidders must execute the "Affidavit of Non-Collusion", "Bidders Certification", "Debarment and Suspension Certification Form", and "Deviation/Compliance Signature Form" enclosed herewith for his bid to be considered. The name of the company representative on these forms should be the same.
19. Bid results will be presented to the City of Dayton city council for approval at the earliest opportunity following the bid/proposal opening if \$25,000 or greater.
20. It is the policy of the City of Dayton not to discriminate on the basis of sex, disability, race, color, or national origin in its programs and/or activities, nor in its employment practices.
21. The bidder shall not sell, assign, transfer, or convey any contract resulting from this proposal, in whole or part, without prior written consent from the City. Such consent shall not relieve the assigned liability in the event of default by the assignee.

## STANDARD TERMS AND CONDITIONS

1. **CERTIFICATION:** By signature on Bid Document the vendor certifies that:
  - a. The vendor has not paid, or agreed to pay, any person, other than bona fide employees, a fee or brokerage resulting from the award of any contract resulting from this bid.
  - b. The prices in this bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other vendor or potential vendor.
2. **CONTRACT MODIFICATION:** No modification of this contract shall bind the buyer unless a formal contract amendment is executed between the buyer and vendor.
3. **CONTRACT AND PURCHASE ORDERS:** A response to this Bid Document is an offer to contract with the City of Dayton and its members based on the Item Specifications and the Standard Terms and Conditions contained in the Bid Document. Bids do not become contracts unless and until they are accepted by the City of Dayton and put into effect by the issuance of a Purchase Order(s) by the City of Dayton. This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the Bid Document and any subsequent addenda thereto, (2) the bidder's signed Notice of Bid Document sheet and any other data collection sheets included with the Bid Invitation, (3) the bidder's entire response to the Bid Invitation, (4) the bidder's Notice of Award Letter, (5) and any additional terms, conditions, or instructions contained in the final contract. The contract shall be interpreted by and governed under the law of the State of Texas in Tom Green County.
4. **PACKING AND SHIPPING:** (If applicable) vendor shall be responsible for industry standard packing which conforms to the requirements of the carrier's tariffs and ICC regulations. Containers must be clearly marked as to the purchase order number. All shipments are to be F.O.B. destination, freight prepaid, to the City of Dayton at the specific address on the purchase order. Delivery shall be made during normal working hours only, 8:00am to 3:00pm, unless approval for late delivery has been obtained.
5. **NO REPLACEMENT OF DEFECTIVE TENDER:** (If applicable) Every tender of goods must fully comply with all the provisions of this contract as to time of delivery, quantity, assortment, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach, and vendor shall not have the right to substitute a conforming tender.
6. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** (If applicable) each installment or lot of this contract is dependent on every other installment or lot and delivery of non-conforming goods/services or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a breach of the contract as a whole.
7. **GRATUITIES:** The buyer may, by written notice to the vendor, cancel this contract if it is found by buyer that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the vendor or any agent or representative of the vendor, to any employee of the City of Dayton with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order. In the event this contract is canceled by buyer pursuant to this provision, buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold from the vendor the amount of the gratuity.

8. **WARRANTIES:** (If applicable) The vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings, and samples), and will be free from defects in design and fit for the intended purposes. Any inspection or acceptance of the goods by the buyer shall not alter or affect the obligations of the vendor or the right of buyer under the foregoing warranties. The vendor shall warranty for 2 years.
9. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by vendor without the written permission of buyer, and no delegation of any duty of vendor shall be made without permission of buyer. Any attempted assignment of delegation shall be wholly void and totally ineffective for purposes unless made in conformity with this paragraph.
10. **ADVERTISING:** Vendor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information as provided by appropriate statutes.
11. **TITLE AND RISK OF LOSS:** (If applicable) the title and risk of loss of the goods shall not pass to the City until the City actually receives the goods at the point of delivery.
12. **INSPECTION:** (If applicable) all goods are subject to final inspection and acceptance by the City. Material/services failing to meet the requirements of this contract will be held at vendor's risk and may be returned to vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the vendor.
13. **LIENS:** All goods delivered and labor performed under this contract shall be free of all liens, and if the City requests, a formal release of all liens will be delivered to the City.
14. **INDEMNITY:** Contractor agrees to indemnify and hold harmless the City of Dayton for any and all damages arising from the actions or inactions of Contractor in relation to performance under this contract.
15. **REMEDIES AND APPLICABLE LAWS:** This contract shall be governed by the City of Dayton and vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Liberty County.
16. **CONFLICT OF INTEREST:** This contract is subject to cancellation by buyer if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City of Dayton, is at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
17. **FORCE MAJEURE:** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of this contract are delayed or prevented by any other cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
19. **INTERPRETATION-PAROL EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.
20. **COMPLIANCE OF LAWS:** The final contract must be in compliance with all federal and Texas State laws and regulations and is subject to termination by the City Council of the City of Dayton, termination for non-availability of funding and for prepayment, without penalty.
21. **CHOICE OF LAW:** The parties hereby agree that this agreement was negotiated, made and entered into in the State of Texas and under the laws of the State of Texas.
22. **INFRINGEMENT:** Contractor agrees to protect the City of Dayton from claims involving infringement or copyrights.
23. **TECHNICAL SPECIFICATIONS:** Technical specifications define the minimum acceptable standard.
24. **TERMINATION:** City and Contractor covenant and agree that in the event either party fails to comply with, or breaches, any of the terms and provisions of this Agreement, each party shall provide written notice to the other as soon as reasonably possible after the non-breaching party becomes aware of the failure to comply or breach of contract. In the event that the breaching party fails to cure or correct such breaches within a reasonable time following the receipt of the notice, such reasonable time not to exceed 15 days, the non-breaching party shall have the right to declare this agreement immediately terminated, and neither party shall have further responsibility or liability hereunder. In the event of termination City shall pay the Contractor for work correctly completed prior to the termination.
25. **ORDER OF PRECEDENCE:** In the event of a conflict, the following precedence shall prevail: 1) terms and conditions set forth on the face of the contract, 2) provisions set forth on specifications, 3) provisions set forth in Referenced Documents; and 4) the general bidding instructions to bidders.
26. **ERRORS OR OMISSIONS:** The City is not responsible for any bidder's errors or omissions.
27. **CONFIDENTIAL INFORMATION:** If a vendor believes that a bid, proposal, offer, or specification contains information that shall be withheld from disclosure, a statement advising the procurement officer must be attached and noted on page one of the document.

28. **ADDENDUM:** In the event that any changes to this Bid Document occur subsequent to the mailing or other delivery of the original Bid Document, the changes or corrections to this Bid Invitation will be made by addendum. It is your responsibility to obtain any addenda that pertains to this bid. We are no longer mailing the specifications or addenda.
29. **INSURANCE REQUIREMENTS - PROOF OF INSURANCE WILL BE REQUIRED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMP. INSURANCE LIMITS WILL BE \$1,000,000 PER OCCURRENCE ON GENERAL LIABILITY, \$500,000 ON AUTO, AND STATUTORY LIMITS ON WORKERS' COMP. THESE REQUIREMENTS APPLY TO ALL CATEGORIES WHERE SERVICES ARE PROVIDED ON A CITY OF DAYTON SITE.**
30. **CONSTRUCTION BOND REQUIREMENTS - BONDING SURETIES MUST BE QUALIFIED TO DO BUSINESS IN TEXAS AND ACCEPTABLE TO THE CITY. A BID BOND IN THE AMOUNT OF FIVE PERCENT (5%) OF THE BID MUST BE SUBMITTED WITH ANY CONSTRUCTION BID. PAYMENT BONDS FOR THE FULL AMOUNT OF THE CONTRACT WILL BE REQUIRED IF THE CONTRACT FOR SERVICES EXCEEDS \$25,000.00. PERFORMANCE BONDS FOR THE FULL AMOUNT OF THE CONTRACT WILL BE REQUIRED IF THE CONTRACT FOR SERVICES EXCEEDS \$100,000.00.**
31. **LIQUIDATED DAMAGES** – Vendor understands and acknowledges that time is of the essence with this contract. Therefore, Vendor agrees to pay the City of Dayton \$500 per day in liquidated damages for each day after that it takes to complete the project.

**E Waring to N Colbert Road Pave, RFP# CODTX-RFP2024-05 FORM A**

**NON-COLLUSION STATEMENT**

The undersigned Proposer, by signing and executing this proposal, certifies and represents to the City of Dayton that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by Section 1.07 (a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal;

the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal;

the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of Dayton concerning this proposal on the basis of any consideration not authorized by law;

the Proposer also certifies and represents that Proposer has not received any information not available to other proposers so as to give the undersigned an advantage with respect to this proposal;

the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the City of Dayton in return for the person having exercised the person's official discretion, power or duty with respect to this proposal;

the Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any office, trustee, agent or employee of the City of Dayton in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal;

the Proposer certifies that the Proposer has not prepared this proposal and will not prepare any future proposals arising from this Request for Proposal (RFP) in collusion with any other respondent, and that the content of any future proposals arising out of this RFP will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the City's selection of a contractor for this RFP.

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Name of Bidding Company

---

Address

---

City/State/Zip

---

Typed Name of Representative(s)

---

Signature of Representative(s)

---

Date

**E Waring to N Colbert Road Pave, RFP# CODTX-RFP2024-05 FORM B**

**BIDDER'S CERTIFICATION**

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that \_\_\_\_\_ is a Resident Bidder  
(company name)  
of Texas as defined in HB 620.

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

Print Name: \_\_\_\_\_

-----  
I certify that \_\_\_\_\_ is a Non-Resident  
(company name)  
Bidder of Texas as defined in HB 620 and our principal place of business is: \_\_\_\_\_  
(city and state)

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

Print Name: \_\_\_\_\_

**FORM C**

**DEBARMENT OR SUSPENSION CERTIFICATION FORM**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and their principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

- Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (§\_.36).

---

Name of Bidding Company

---

Address

---

City/State/Zip

---

Typed Name of Representative(s)

---

Signature of Representative(s)

---

Date

**DEVIATION/COMPLIANCE FORM**

---

Company name

---

Address City, State, Zip Code

---

Phone number / Fax number

If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Bid Invitation.

No Deviation

Yes Deviations

If yes is checked, please list below.

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