



**City of Sunset Valley  
Public Works Reception Area**

**RFB 05162022**

# City of Sunset Valley

## Request for Bids

### 1. Introduction

- A. Project Overview:** Sunset Valley is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix A – Scope of Services.
- B. RFB Questions:**
- i. **RFB Clarifications:** All questions related to requirements, processes, or scope of work for this RFB should be submitted in writing to the City Contact identified in section 2 below. The City is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Bidders are encouraged to seek clarification, before submitting a Bid, of any portion of the Bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.
  - ii. **Replies:** Responses to inquiries which directly affect an interpretation or effect a change to this RFB will be issued in writing by addendum and will be uploaded to the City of Sunset Valley website (<http://www.sunsetvalley.org>). All such addenda issued by City prior to the submittal deadline shall be considered part of the RFB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
  - iii. **Acknowledgement of Addenda:** The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid.
- C. Notification of Errors or Omissions:** Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ):** A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C.
- E. Certificate of Interested Parties (1295 Form):** A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code Chapter 2252, Subtitle F, Title 10, Section 2252.908, to file a disclosure of interested parties with the Texas Ethics Commission ([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)). A sample form and instruction sheet can be found in Appendix D.

- F. House Bill 89 Verification Form:** A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code Chapter 2270 Section 1, Subtitle F, Title 10, Section 2270.001 to submit a verification form to the City. This Chapter reads "Prohibition on Contracts with Companies Boycotting Israel". This form is found in Appendix E.

## 2. Definitions

Bid: The signed and executed submittal of the entirety of Appendix A – Bid.

Bidder: The Bidder and the Bidder's designated contact signing the first page of the Bid.

City of Sunset Valley ("City"): The City of Sunset Valley, Texas.

Sunset Valley - RFB 05042022A- Public Works Reception Area

City of Sunset Valley

3205 Jones Road

Sunset Valley, Texas 78745

(512)891-9103

Project: The name is identified on the cover sheet and first page of Appendix A – Scope of Services.

City Contact: Dakota Burns-Public Works Superintendent

(512)891-9103

Email: dburns@sunsetvalley.org.

Request for Bids (RFB): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A – Scope of Services.

## 3. General Information

- A. Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Bids:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFB information. Bids are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. Legal Relations and Responsibilities:** Bidder shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at

- least Five (5) years following the termination date of the contract. The City shall have full and complete access to all records, documents and information collected and/or maintained by Bidder in the course of the administration and performance of the Contract. This information shall be made accessible at Bidder's local place of business in the City's jurisdiction, for purposes of inspection, reproduction and audit without restriction.
- D. Application:** These standard terms and conditions shall apply to all City of Sunset Valley (hereafter "City" or "Owner") solicitations and procurements, unless specifically accepted in the solicitation specifications.
- E. Requirements:** By submitting a Bid, the bidder agrees to provide the City of Sunset Valley with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon Bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Bid opening.
- F. Legal Compliance:** Bidder must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation. Bidder certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Right to Refuse Bid:** The City reserves the right to refuse any and/or all parts of any and or/all Bids and to waive formalities in the best interest of the City. The City of Sunset Valley does not discriminate based on race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.
- H. Estimated Quantities:** This solicitation calls for unit pricing on specific items and the City of Sunset Valley has no estimated or guaranteed quantities of these items that will be purchased during the contract period. City of Sunset Valley has set a Not to Exceed value of \$55,000 annual services provided by the contractor throughout the contract performance period. The actual amount ordered over the contract period may be less than the Not to Exceed estimate. Quantities represent the City's best estimate, based on past history and anticipated purchases.
- I. Independent Contractor:** Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with the City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- J. Assignments:** The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the City's Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

- K. Liens:** Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- L. Gratuities/Bribes:** Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- M. Financial Participation:** Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or RFB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- N. Responsiveness of Bids:** The City desires to receive competitive bids, but will declare any Bids "nonresponsive" if they fail to meet the significant requirements outlined in this solicitation document.
- O. Discrepancies and Errors:** The lump sum price of a bid that has been opened may not be changed for the purpose of correcting an error in the Bid price.
- P. Identical Bids:** In the event two or more identical Bids are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 2.62.027(b).
- Q. Withdrawal of Bids:** Bidders may withdraw any submitted bids prior to the bid submission deadline. Bidders may not withdraw once the bids have been publicly opened, without the approval of the City's Agent. Bidders will be allowed to withdraw bids that contain substantial mathematical errors in extension. However, once a bid has been withdrawn, it can no longer be considered.
- R. Disqualification of Bidder:** The City may disqualify bidders, and their bids not be considered, for any of the following reasons: Collusion among bidders; bidder's default on an existing or previous contract with the City, including failure to deliver goods and/or services of the quality and price bid; bidder's lack of financial stability; any factor concerning the bidder's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; bidder involved in a current or pending lawsuit with the City; bidder's attempt to influence the outcome of the solicitation through unauthorized contact with City officials outside of those listed in the solicitation documents; and bidder's attempt to offer gifts, gratuities, or bribes to any City employee or elected official in connection with a solicitation.
- S. Waiver of Formalities:** City reserves the right to reschedule, extend, or cancel this RFB at any time. City reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFB and may consider submissions not made in compliance with this request for bids if it elects to do so, to the extent

permitted by law, although the City will have no obligation for such consideration. The City reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Bids.

- T. Outstanding Liabilities:** Bidders shall not have outstanding, unpaid liabilities owed to the City. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Bids will be considered non-responsive and not given further consideration if submitted by a bidder with such outstanding liabilities.
- U. Offset:** The City may, at its option, offset any amounts due and payable under contract award under this solicitation against any debt lawfully due the City from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.
- V. Solicitation Results:** The City normally posts solicitation results on-line after bids are received and approved by the City Council. The City's website is [www.sunsetvalley.org](http://www.sunsetvalley.org). Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.
- W. Control of The Work:** Bidder shall furnish all materials and perform work in reasonably close conformity with the scope of work referenced in this request for Bid. Bidder must obtain written approval from the City of Sunset Valley before deviating from the scope of work provided in this request for bids. Failure to promptly notify the City of any errors or concerns with the scope of work will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.
- X. Cost of Bid:** The cost of submitting Bids shall be borne by the Bidder, and the City will not be liable for any costs incurred by a Bidder responding to this solicitation.

#### **4. RFB Withdrawals and/or Amendment**

- A. RFB Withdrawal:** The City reserves the right to withdraw this RFB for any reason.
- B. RFB Amendments:** The City reserves the right to amend any aspect of this RFB by formal written addendum prior to the bid submittal deadline and will endeavor to notify all potential bidders that have registered with the City, but failure to notify shall impose no obligation or liability on the City. All modifications and addendums must be in written form prepared by the City department issuing the solicitation. Bidder is responsible for incorporating any and all modifications and addendums into their bids.

## 5. Bid Submittal Requirements

- A. Submittal Packet** – Required Content: Bidder shall submit one (1) signed original Bid. This submittal packets shall be submitted in a sealed envelope with a completed, signed and executed Appendix B – Bid Verification Document.
- B. Submittal Deadline:** The deadline for submittal of Bids is, . It is the Bidder's responsibility to have the Bid correctly marked and hard copies delivered to the City of Sunset Valley offices. No extensions will be granted, and no late Bids will be accepted.
- C. Bids Received Late:** Bidders are encouraged to submit their Bids as soon as possible. The time and date of receipt as recorded at the City of Sunset Valley and shall be the official time of receipt. The City is not responsible for late delivery of mail or other carrier. Late Bids will not be considered under any circumstances.
- D. Alterations or Withdrawals of Bid:** Any submitted Bid may be withdrawn or a revised Bid substituted if a written notice is submitted to the City of Sunset Valley prior to the submittal deadline. Any interlineations, alteration, erasure, or other amendment made before the submittal deadline, must be signed or initialed by the Bidder or the Bidder's authorized agent, guaranteeing authenticity. Bids cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.
- E. Bid Format:** All Bids must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, using one side of the paper only. Pages shall be numbered at the bottom. Entries shall be typed, or legibly written in ink. All Bids shall be mailed, or hand delivered to the City of Sunset Valley. Any other format (via telephone, fax, email, etc.) shall be rejected by the City.
- F. Validity Period:** Once the submittal deadline has passed, any Bid shall constitute an irrevocable Bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid on the terms set forth in the Bid, such Bid to be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

## 6. Bid Evaluation and Contract Award

- A. Bid Evaluation and Contract Award Process:** An award of a contract to provide the goods or services specified herein will be made using competitive sealed bids, in accordance with Chapter 262 of the Texas Local Government Code, Chapter 2269 of the Texas Government Code and with the City's purchasing policy. All bids should be based on a lump sum and per unit price (Cost to complete all task listed within Appendix A to include all necessary bonds and insurance). Sunset Valley will score all eligible respondents based on their bid price. The contract will be given to the lowest/best value/most responsive bidder that complies with all requests for bid items and requirements set forth by the City of Sunset Valley in this RFB, to include bonds, insurance requirements and Sunset Valley may consider: 1) price: 2) the offeror's experience and reputation: 3) the quality of the offeror's goods and/or services: 4) the impact on the ability of the Governmental entity to comply with rules relating to historically underutilized businesses: 5) the offeror's safety record: 6) the offeror's proposed personnel: 7) whether the offeror's financial capability is appropriate to the size and scope of the project. The selected bidder must NOT be debarred from any

federal and/or state agency and Sunset Valley will conduct a review of the bidder's status on SAM.Gov. The City of Sunset Valley City Council will make the final selection and award. The City has the right to reject any and/or all Responses.

- B. Completeness:** If the Bid is incomplete or otherwise fails to conform to the requirements of the RFB, City alone will determine whether the variance is so significant as to render the bid non-responsive, or whether the variance may be cured by the bidder or waived by the City, such that the bid may be considered for award.
- C. Ambiguity:** Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFB requirements and details provided in Appendix A – Scope of Services or Appendix B – Bid, the Appendices shall prevail.
- D. Controlling Document:** In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.
- E. Firm Prices:** Unless otherwise stated in the specifications, Bidder's prices remain firm for 90 days from date of Bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 90 days of bid opening, the Contractor and the City may mutually agree to extend the firm price period.
- F. Additional Information:** City may request any other information necessary to determine bidder's ability to meet the minimum standards required by this RFB.
- G. Debarment:** The selected Bidder must NOT be debarred from any federal and/or state agency and Sunset Valley will conduct a review of the Bidder's status on SAM.Gov. The City of Sunset Valley City Council make the final selection and award. The City has the right to reject any and/or all Responses.

## Appendix A – Scope of Services

1. Project Title: Public Works Reception Area
2. Scope of Services Contact: Questions about the technical nature of the Scope of Services, etc. may be directed to Dakota Burns Public Works Superintendent through email at [dburns@sunsetvalley.org](mailto:dburns@sunsetvalley.org).

3. Bid Evaluation Factors:

Bid Price	Factor
Lump Sum	Bidder with overall most competitive rates.

4. Key Events Schedule:

- A. Response Release Date May 16<sup>th</sup>, 2022
- B. Mandatory Pre-Submittal Meeting June 1<sup>st</sup>, 2022 at 2:00 pm at 3203 Jones Road, Sunset Valley, TX 78745.
- C. Deadline for Submittal of Written Questions is June 6<sup>th</sup>, 2022 at 5:00 p.m.
- D. Sealed Responses Due and opened on June 13<sup>th</sup>, 2022 at 2:00 p.m.
- E. Anticipated Award Date June 21<sup>st</sup>, 2022

5. Scope of Services:

Project Overview:

**Contractor will be responsible for the design and installation of the following:**

- Enclosing reception area with glass to include a passthrough window.
- Build a wall at reception area to close off public access from the lobby.
- Extend reception counter.
- Add built-in bookshelf to lobby side of reception wall

## Public Works Reception Area

### APPENDIX A-BID SHEET

Public Works Reception Area				
Item No.	Quantity	Unit	Item Description	Amount
Public Works Reception Area				
1	1	LS	Design Services	\$
2	1	LS	Glass Window Installation	\$
3	1	LS	Wall to close off public access.	\$
4	1	LS	Lobby Bookshelf	\$
5	1	LS	Extend reception counter	\$

---

Authorized Signature of Bidder

---

Date

## **APPENDIX B-BID VERIFICATION**

### **Bid Verification Submittal Checklist**

(To determine validity of Bid - all bids received without the following items will be considered non-responsive and will be rejected. Forms from previous solicitations for goods or services will not be used in place of the required forms for this RFB-05042022A.

- Appendix A must be completed, signed, and included in the Bid submittal.
- Appendix B must be completed, signed, and included in the Bid submittal.
- Appendix C – Conflict of Interest Form (CIQ Form) must be completed, signed, and included in the Bid submittal.
- Form 1295 filed online
- Appendix E– HB 89 Verification Form must be completed, signed, and included in the Bid submittal.
- Appendix F- Non-discrimination Form must be completed, signed and included in the Bid Submittal.
- Appendix G-Acknowledgement of contact with key contracting persons must be completed, signed, and included in the Bid submittal.
- Appendix H-Drug Free Workplace Certification must be completed, signed, and included in the Bid submittal.
- Certificate of Insurance showing Proof of Contractor's Ability to Meet the Insurance Requirements.
- Signed Addendum(s) (If any are issued by Owner).
- Contact information for 3 references.

<b>All bids must be submitted to the City of Sunset Valley with this page included</b>	
RFB NO:	05042022A
Project Title	Public Works Reception Area
Submittal Deadline	May 31 <sup>st</sup> 2022 at 2:00 p.m.
Submit Hardcopies to:	Dakota Burns City of Sunset Valley 3203 Jones Road Sunset Valley, Texas 78745
<b>Bidder's Information</b>	
Bidder's Legal Name:	
Address:	
City, State & Zip	
Federal Employers Identification Number #	
Bidder's Point of Contact:	
Phone Number:	
E-Mail Address:	
<b>Bidder Authorization</b>	
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter a contract on behalf of the Bidder.	
Printed Name of Representative Name:	
Position:	
Signature:	
Date:	

**1. CONTRACT AWARD INFORMATION:**

**A. Term of Contract** Any contract resulting from this RFB shall be effective from the date that the Notice to Proceed is received by the contractor and shall remain in effect for THREE (3) years.

**B. Federal, State and/or Local Identification Information**

- i. Centralized Master Bidders List registration number: \_\_\_\_\_
- ii. Prime contractor HUB / MWBE registration number: \_\_\_\_\_
- iii. Employer Identification Number (EIN)/Federal Tax Identification Number:\_\_\_\_\_.
- iv. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: \_\_\_\_\_.

**2. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS RFB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID:**

**A. Standard Terms and Conditions**

- i. **Taxpayer Identification:** Bidders must provide the City with a current W-9 before any goods or services can be procured from the Bidder.

**B. Governing Law and Venue:** All Bids submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with the laws and court decisions of the State of Texas. Any legal or equitable actions arising from this request for Bids, or any resulting contract shall be brought before an appropriate court located in Travis County.

**C. Resolution of Program Non-compliance and Disallowed Costs:** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed because of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits or any other item of concern to the parties. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

**D. Termination for Cause:** The occurrence of any one or more of the following events will justify termination of the contract by the City for cause:

1. The successful Bidder fails to perform in accordance with the provisions of these specifications; or
2. The successful Bidder violates any of the provisions of these specifications; or
3. The successful Bidder disregards laws or regulations of any public body having jurisdiction; or
4. The successful Bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
5. If one or more of the events identified in Subparagraphs I (1) through (4) occurs, the City may, terminate the contract by giving the successful Bidder seven (7) Calendar days written notice. In such case, the successful Bidder shall only be entitled to receive payment for

goods and services provided before the effective date of termination. The successful Bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

6. When the contract has been so terminated by the City, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
7. A "Termination for Cause" clause will be added to selected Bidder's contract with Sunset Valley.

- E. Termination for Convenience:** This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory. A "Termination for Convenience" clause will be added to selected Bidder's contract with City of Sunset Valley.
- F. Force Majeure:** To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with City of Sunset Valley.
- G. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- H. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- I. Affirmative Action/EOE:** Sunset Valley is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u) as amended. During the performance of an awarded contract, the contractor agrees as follows:
- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - iii. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
  - iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this

contract may be canceled , terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- viii. The contractor will include the portion of the sentence Immediately preceding paragraph (1) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however. That in the event a contractor becomes involved in. or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- ix. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government whlch does not participate in work on or under the contract.
- x. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations. and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- xi. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24 , 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order . In addition, the applicant agrees that if it fails or refuses to comply with these undertakings. the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan. insurance. guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received

from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- xii. **Subcontracts.** Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

- J. Payment Terms:** Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by City of Sunset Valley, payment terms for the City are Net 30 days upon receipt of invoice after receipt of goods or services. A 5% retainage will be held from each invoice until the completion of the project. Pay applications must be submitted to the Public Works Director for approval and processing for payment. Sunset Valley will pay based on percentage of completion at the time of pay application submission pending verification from the Public Works Director. Final approval will be based on inspection of the project for verification of compliance with all aspects of the scope of work listed within Appendix A of this RFB. The work performed in accordance with this contract shall be paid for using lump sum and unit pricing. This price is full compensation for all tasks listed in the bid submitted by the vendor and must include all necessary fees, charges and bonds needed to complete this work. Sunset Valley will NOT pay any fees to the vendor other than the agreed upon bid price.
- K. Liquidated Damages:** Should the CONTRACTOR fail to complete the requirements set forth in the scope of work, Sunset Valley will suffer damage. The amount of damage suffered by Sunset Valley is difficult, if not impossible, to determine at this time. Therefore, the CONTRACTOR shall pay Sunset Valley as liquidated damages, the following:
  - i. The CONTRACTOR shall pay Sunset Valley liquidated damages of \$100 per day for each day past the specified start date (starting on the eleventh calendar day from the date the Contractor receives a purchase order) agreed to by the City of Sunset Valley and the Contractor.
  - ii. The CONTRACTOR shall pay the City of Sunset Valley liquidated damages of \$1500 per incident where the CONTRACTOR fails to repair damages that are caused by the CONTRACTOR and/or subcontractor(s). Application of liquidated damages does not release the CONTRACTOR from the responsibility of resolving or repairing • The amounts specified above are mutually agreed upon as reasonable and the proper amount of liquidated damages the City of Sunset Valley would suffer in the aforementioned examples.
- L. Warranty of Products and Services:** All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this bid, to the satisfaction of City and in accordance with the manufacturers specifications, terms, and conditions of the scope of work (Appendix A), and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- M. Funding:** State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other

obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

- N. Taxes:** The City is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a Bidder's invoice, they will not be paid.
- O. Insurance:** The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
  - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

Contractor shall submit proof to City of Sunset Valley that said contractor has the ability to meet all insurance requirements listed above.

- 3. Indemnification:** Bidder agrees to defend, indemnify and hold harmless the City of Sunset Valley, all of its officers, agents, employees, appointees and volunteers from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs, related expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the Bidder, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the Bidder and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**IN SUBMITTING A RESPONSE TO THIS RFB, THE RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE CITY, THE CITY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE CITY'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS**

**RFB, INCLUDING, THE ADMINISTRATION OF THE RFB, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF A BID CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFB. THE PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES THAT THE SIGNER HAS AUTHORITY TO SUBMIT THE BID ON BEHALF OF THE BIDDER AND TO BIND THE BIDDER TO ANY RESULTING CONTRACT I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL REQUIREMENTS SETFORTH IN THIS REQUEST FOR BIDS:**

---

Authorized Signatory for Contractor

---

Printed Name

---

Date

---

Company Name

## **APPENDIX D**

### **Implementation of House Bill 1295**

**Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295):** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

**Changed or Amended Contracts:** Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million. As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules (Chapter 46) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

**Filing Process:** A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing." An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct. The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

**Acknowledgement by State Agency or Governmental Entity:** The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form. Changes to Form 1295 Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

**What type of contracts are exempt from the Form 1295 filing requirement under the amended law?** The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education;
- A contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;\*
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;\* or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.\* The newly exempt contract types are marked with an asterisk.

**Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?** In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

**Will my date of birth and address appear on the TEC’s website when I file the form?** No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dallas*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at \*10-11 (App.—Austin May 22, 2015)

## **APPENDIX E**

### **House Bill 89 VERIFICATION**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with City of Sunset Valley.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
Authorized Signatory for Contractor

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

\_\_\_\_\_  
Date

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

ON THIS THE \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

## APPENDIX F

### Public Works Reception Area

## **CERTIFICATION OF NON-DISCRIMINATION**

The CONTRACTOR hereby certifies not to discriminate and to comply with the CITY's Non-Discrimination provision of this Request for Proposal. The CITY's Policy on Non-Discrimination requires compliance with applicable Federal and Texas state laws, regulations and orders relating to equal employment opportunity and non-discrimination.

---

Contractor

---

Signature

---

Title

---

Date

## **APPENDIX G**

### **Public Works Reception Area**

# ACKNOWLEDGMENT OF CONTACT WITH KEY CONTRACTING PERSONNEL

Bidder acknowledges doing business or has done business during the 365 day period immediately prior to the date on which this bid is due with the following key persons and warrants that these are the only such key persons:

---

---

---

---

If no one is listed above, Bidder on oath swears that the following statements are true:

1. Bidder is authorized by Bidder to make this affidavit for Bidder.
2. Bidder is fully aware of the facts stated in this affidavit.
3. Bidder has received the list of key contracting persons associated with this invitation for bids, which is attached to this affidavit as Exhibit G-1.
4. Bidder has personally read Appendix G and G-1 to this RFB.
5. Bidder has no knowledge of any key contracting person on Exhibit "A" with whom Bidder is doing business or has done business during the 365-day period immediately before the date of this affidavit whose name is not disclosed in the Invitation for Bids.

---

Authorized Signatory for Contractor

---

Printed Name

---

Date

---

Company Name

## EXHIBIT G-1 Public Works Reception Area

## LIST OF KEY CONTRACTING PERSONS

Position Held	Name of Individual
Mayor	Marc Bruner
Councilmember	Justin Litchfield
Councilmember	Rudi Rosengarten
Councilmember	Alfonso Carmona
Councilmember	Wanda Reetz
Councilmember	Robert Johnson
City Administrator	Sylvia Carrillo
Public Works Director	Carolyn Meredith
Public Works Superintendent	Dakota Burns
Accountant	Suzanna Fleegal

## APPENDIX H

### Public Works Reception Area

## **DRUG-FREE WORKPLACE CERTIFICATION**

It is the policy of the City of Sunset Valley to maintain a drug-free workplace. CONTRACTORS, SUBCONTRACTORS and their employees are expected to report to work with an appropriate mental and physical condition for work; and are not to report to or remain at work under the influence of intoxicants. For the purpose of this policy, intoxicants include abused inhalants such as glue or paint thinner, alcoholic beverages, and any drug which is not legally obtainable, or which is legally obtainable but has not been legally obtained or not used for their prescribed purposes.

In order to have a drug-free workplace, CONTRACTOR shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the CONTRACTOR'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this proposal a copy of the statement specified in Subsection (1)
4. Notify the employees that, as a condition of working under this proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to, of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. CONTRACTOR will impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this CONTRACTOR complies fully with the above requirements.

\_\_\_\_\_  
Authorized Signatory for Contractor

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

\_\_\_\_\_  
Date

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

### **APPENDIX I**

#### **Public Works Reception Area**

## CITY INSURANCE REQUIREMENTS

### Insurance Provided by the CONTRACTOR

For any Contract resulting from this request for proposals, the CONTRACTOR shall, prior to Notice to Proceed, provide the CITY with a Certificate of Insurance in the below listed minimum amounts and shall maintain such coverage in effect for the full duration of the Contract, unless such Contract specified different coverage or amounts. Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the CITY by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

1.	Workers' Compensation	\$500,000	
2.	Employer's Liability	\$500,000	
3.	Bodily Injury Liability:	\$500,000	per each occurrence
	Except automobile	\$1,000,000	aggregate
4.	Automobile Bodily Injury Liability	\$500,000	per each person
		\$1,000,000	per each occurrence
5.	Automobile Property Damage	\$500,000	per each occurrence
6.	Excess Umbrella Liability	\$500,000	per each occurrence

## APPENDIX J

### Public Works Reception Area

Provide a list of three (3) references of clients documenting their experience working with your company.

- Each reference should include the individual's name, title, description, tenure of service for the client and contact information (telephone number and email address).
- *Individuals identified as references will be assured of anonymity to the fullest degree possible under the Freedom of Information Law.*