



SPECIFICATIONS FOR

**REPAIR OF A US HWY 175 TWELVE-INCH WATER LINE**

City of Kaufman  
209 S. Washington St.  
Kaufman, Texas 75142

## **INSTRUCTIONS TO BIDDERS**

Sealed Bids marked "Repair of a US Hwy 175 Twelve-Inch Water Line" will be received by the City of Kaufman at the City Secretary's office at 209 S. Washington St., Kaufman, Texas 75142 until **2:00 P.M. Thursday, July 31, 2025**. The bid proposals will be publicly opened and read aloud at **2:00 P.M., Thursday, July 31, 2025**, at the Kaufman City Hall City Council room at 209 S. Washington St., Kaufman, Texas.

The project involves the labor, material, supervision, equipment, tools, and all the incidentals required for the twelve-inch water line repair. The map showing the general project location is included with the bid package.

The City of Kaufman reserves the right to accept separate items, or any part thereof, submitted in a bid unless the right is denied by the bidders.

The successful bidder/bidders will be required to enter into a contract for the performance of the work for the price quoted on the Proposal and will provide evidence of current Personal Injury, Property Liability, Workers' Compensation, and Comprehensive Automobile Liability Insurance.

The Contractor will also be required to submit a Reference and Qualifications statement.

The bid awarded to the lowest responsible bidder whose bid is determined to be the most advantageous to the City, its officers, employees, and agents. Price, in accordance with the law, will not be the sole evaluation factor. Misrepresentation, whether substantial or otherwise, at any stage of the bidding and award process, shall be considered in this and all future bids in determining whether or not a bid is "responsible".

**THE CITY, IN ACCORDANCE WITH LAW, RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.** The city shall be the sole judge of "responsible" and "advantageous," and this determination shall be final except in cases of a clear, definitive showing that such determination is arbitrary, capricious, and unreasonable.

## **SPECIAL INSTRUCTIONS TO BIDDERS**

**Project Name: Repair of US Hwy 175, Twelve Inch Water Line**

**PRE-BID MEETING:      None**

All bidders are **REQUIRED** to visit the site. This visit allows them to examine and inspect the site, obtain necessary information, ask questions, and prepare for the construction project. Coordination of this site visit will occur at bid opening.

### **LOCATION:**

Starbucks  
250 US Highway 175  
Kaufman, Texas 75142

**Submittal of proposal.** All proposals submitted for city consideration must be clearly marked on the outside of the sealed envelope with the words **"REPAIR OF US HWY 175 TWELVE INCH WATER LINE,** and must contain the name of the company submitting the bid.

**Award of Contract:** The notice of award of contract will be given by the City of Kaufman (hereafter "OWNER" or "CITY") within ninety (90) days following the opening of bids.

The successful bidders shall submit, within seven (7) working days after notice of award of contract, a corporate resolution, certificate of partnership, partnership agreement, or joint venture agreement that identifies the person(s) authorized to execute a contract on behalf of the corporation, partnership, or joint venture.

**The successful bidders shall also furnish certificates of insurance that meet the CITY requirements within ten (10) working days after bid opening.**

The successful bidders must qualify within ten (10) working days after bid opening, by submitting such additional documents as the Public Works Director may require for compliance with the terms of these contract documents. Should the bidder fail to produce evidence which satisfactorily demonstrates to the City that the bidder qualifies for the contract award, the bidder may be disqualified and the work awarded to the next lowest bidder.

**One original copy of the complete bid proposal must be submitted with the City of Kaufman Project Name clearly identified on the exterior of the bid package.** The right is reserved, as the interest of the City of Kaufman may require, to reject any and all bids, and to waive any informality in bids received.

The unit price on the Bid Proposal Form shall be the price of the item, and any errors that may be present in that form shall not be recognized as an opportunity to revise the proposal. The Bid Proposal Form sheet included. This bid document shall be utilized for summarizing the bid.

**THE INSURANCE AFFIDAVIT** provided herein shall be executed and returned as part of the bid document.

**PROJECT SCOPE, UNIT SEVERABILITY AND QUANTITIES:** Bidders are advised that the

quantities and frequency of work shown in the proposal are approximate. Payment to the CONTRACTOR shall be made based on actual work performed. The OWNER reserves the right to make increases or decreases to the amount of work performed and does not guarantee that final quantities and frequency will not differ from the approximate quantities and frequency shown in the proposal.

Bidders are further advised that the services identified herein for which the City seeks competitive bids have been separated into individual units based upon the nature and scope of the work needed. The City reserves the right to award a contract for all identified units or for any combination of units as determined beneficial and appropriate to the City and its operations in the sole discretion of the City.

## SECTION 3.

### GENERAL CONDITIONS OF BIDDING

1. **REQUIRED INFORMATION:** City of Kaufman bid packets contain various sections requiring completion. Bid proposal (section 4) and insurance requirement affidavit (section 9) of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the vendor will be found non-responsive.
2. **INSTRUCTIONS:** These instructions apply to all quotations and become a part of terms and conditions of any bid packet submitted.
3. **ERROR-QUANTITY:** Bid price must be submitted on units of quantity specified, extended, and total shown. In the event of discrepancies in extensions, the unit price as written shall govern.
4. **PRICING:** Bid price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
5. **TAXES:** The City of Kaufman is exempt from federal manufacturer's excise and state sales tax. **Tax must not be included in bid.** Tax exemption certificates will be executed by the City and furnished upon request.
6. **SPECIFICATION-SAMPLES:** Any catalog, brand names, or manufacturer's reference in this bid packet is descriptive and **not** restrictive and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids on brands of like nature and quality may be considered unless specifically excluded. Samples, if required, shall be furnished free of expense to the City. **Samples should not be enclosed with bid unless requested.**
7. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the city harmless from any claim involving patent right infringement or copyrights on goods supplied.
8. **EVALUATION:** Response to specification is primary in determining the lowest responsible bid.
9. **FUNDING:** The City of Kaufman is a home rule municipality operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
10. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the City.
11. **AUDIT:** The City of Kaufman reserves the right to audit the records and performance of successful bidder during the contract and for three years thereafter.
12. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the City's Director of Public Works within five (5) working days following

the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the local government code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary. All staff recommendations will be made available for public review prior to consideration by the City Council.

13. **INSURANCE AND BONDING:** Bidder shall comply with all insurance and bonding requirements as specified in the bid/contract documents. Failure to meet such requirements shall disqualify the bidder from award.
14. **LATE BIDS:** Bid packets received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Kaufman is not responsible for the lateness of the mail carrier, weather conditions, etc.
15. **ALTERING BIDS:** Bid prices cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
16. **WITHDRAWAL OF BIDS:** A bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the city, and the bidder agrees upon submittal of bid.
17. **PRESENTATION OF BIDS:** Complete bid packets must be presented in a sealed envelope. Emailed bids will not be accepted.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Kaufman.
19. **ADDENDA:** Any interpretations, corrections or changes to this bid packet will be made by addenda. Addenda will be sent to all who are known to have received a copy of this bid packet. If the addenda contains changes to the "specification" or "bid proposal form", bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.
20. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS/ AWARD BASED UPON BEST VALUE:** A prospective bidder must affirmatively demonstrate bidder's responsibility. The city's award of bid will be based upon best value to the city in accordance with Texas law. The City of Kaufman may request representation and other information sufficient to determine bidder's ability to meet these minimum standards and to evaluate and determine best value to the City.

21. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
22. **PREPARATION COST:** The City will not be liable for any costs associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to any bid, quotation, or proposal.
23. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids.
24. **BID OPENINGS:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

## **STATEMENT OF BIDDER'S QUALIFICATIONS**

This form will be used in assessing a Bidder's Qualification and will be used to determine if bid submitted is from a responsible bidder. State law designates that contracts be awarded to the lowest responsible qualified bidder. Factors such as past performance, integrity of the bidder, conformity to the specifications, etc., will be used in evaluating bids. Attach additional sheet(s) as necessary.

Name:

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Business Address:

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How many years has your company been in business under its present name?

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How many years has your firm been performing the specific type of work involved in this present contract?

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List any relevant Certifications, Licenses, Registrations, etc., which qualify your company to meet the requirements of this bid.

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List all other contracts your company currently holds (current client list) for similar services for accounts similar in size, scope and nature to that of the City of Kaufman. Include account name, nature of service(s) and annual dollar value.

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In the past three years, has your company failed to complete any work awarded to it? If yes, provide details on when, where and why.

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In the past three years, has your company had a contract terminated for failure to perform, or for failure to meet any requirements of the contract?  
If yes, provide details on when, where and why.

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In the past three years, have you, or your company, been cited by the Labor Department of the State of Texas, or by any State or local agency, for any violations of state, local or federal, labor laws, regulations, or guidelines, for nonpayment of wages and/or benefits to your employees?

If yes, provide details on when, where and why.

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Are there any judgments, claims or suits pending, or outstanding against your company or its officers?

If yes, provide details on when, where, or why.

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Is your company, or any of its principals, presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily or voluntarily excluded by any State, or Federal, agency from participating in bidding on construction projects?

If yes, please attach a letter of explanation.

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**ACKNOWLEDGMENT:** I (We), the undersigned, hereby certify that the above information is true and accurate and that the Agency will rely on said information as a basis for determining the bidder's qualifications for the Project being bid. The undersigned further understands that any material misrepresentation or inaccuracy stated above will result in the bidder's disqualification, or if applicable, will constitute grounds for the termination of the construction contract, should one have been issued to the bidder.

Name of Company: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

## REFERENCES

Bids should include four institutions of similar or the same size, where your organization has provided services similar to those being requested at the City of Kaufman. Please include the name, title, telephone number, and email address of a contact person at each institution. **References may be checked electronically; the requirement for email addresses is a mandatory requirement.**

*Provide at Least 5 References, including contact name, agency name, title, phone number and/or email of those you have provided similar services in the past three years. This information will be used in the evaluation of your submittal. Additional references may be obtained through other resources such as previous interactions or internet searches.*

<b>Project Reference #1</b>	
Reference Name:	Title:
Reference Organization:	
Project Title:	
Email Address:	Telephone Number:
<b>Project Reference #2</b>	
Reference Name:	Title:
Reference Organization:	
Project Title:	
Email Address:	Telephone Number:

<b>Project Reference #3</b>	
Reference Name:	Title:
Reference Organization:	
Project Title:	
Email Address:	Telephone Number:
<b>Project Reference #4</b>	
Reference Name:	Title:
Reference Organization:	
Project Title:	
Email Address:	Telephone Number:
<b>Project Reference #5</b>	
Reference Name:	Title:
Reference Organization:	
Project Title:	
Email Address:	Telephone Number:

## **SECTION 4.**

### **DETAILED BID PROPOSAL**

The undersigned, as bidder, declares (1) that the only person or parties interested in this proposal as principals are those named herein; (2) that this proposal is made without collusion with any other person, firm, or corporation; (3) that bidder has carefully examined the Bid/Contract Documents, including but not limited to the Agreement, Notice to Contractors, specifications and the plans therein referred to; and (4) that bidder has carefully examined the locations and conditions of the proposed work sites. The undersigned agrees that he will provide all the necessary labor, equipment, materials, tools, apparatus, and other items incidental to providing park facilities maintenance and landscape services as specified in the contract and specifications to the satisfaction and approval of the Public Works Director of the City of Kaufman or his designee.

It is understood that the frequency of services to be provided at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the frequency of work to be done at unit prices and material to be furnished may be increased or diminished as may be necessary to complete the work fully as planned and contemplated, and that the frequency of work, whether increased or decreased, is to be performed at the unit prices set forth below except as provided for in the specifications.

It is understood that the work is to be completed in full within the time designated and that the successful bidder shall commence work within fifteen (15) calendar days of City's written notice to proceed and shall substantially complete such work as required by the City within the time frame(s) designated by City in the performance schedule.

It is understood that the City reserves the right to reject any bids.

## **SECTION 5.**

### **REPAIR SCHEDULE**

**WORK SCHEDULE:** Monday through Friday 7 a.m. - 6 p.m., Saturday with prior approval.

## **SECTION 6:**

### **REPAIR SPECIFICATIONS**

#### **1. SCOPE OF WORK:**

The work under this scope shall include all implements, machinery, equipment, tools, materials, supplies, transportation, and labor necessary for the construction of the water lines and the installation of appurtenances.

#### **REPAIR TWELVE-INCH WATER LINE**

Professional services to include the replacement of approximately 800ft of 12" water line from valve to valve, from cast iron pipe to PVC.

<u>DESCRIPTION:</u>	<u>PROJECT COST</u>
Twelve-inch waterline replacement	_____

**Additional comments and notes:**

**For construction questions:**

**Water Superintendent Jordan Elder**  
E: [jelder@kaufmantx.org](mailto:jelder@kaufmantx.org)  
C: 469-371-6414

**Project Requirements:**

1. It is the contractor's responsibility to use a PVC pipe that meets AWWA C900 requirements for pressure class 150.
2. It is the contractor's responsibility to provide the equipment and supplies for the project completion.
3. It is the contractor's responsibility to call in utility locates @ 811 (DIG TEST).
4. It is the contractor's responsibility to obtain the required permits from TxDOT and the City.
5. It is the contractor's responsibility to provide temporary traffic control following local, state, and federal regulations and to meet MUTCD standards.
6. It is the contractor's responsibility to comply with local, state, and federal safety compliance requirements.
7. It is the contractor's responsibility throughout the project to dig, level, and install roadways, walkways, paths, and other vehicle and pedestrian passages
8. The contractor should ensure that the site is left safe, clean, graded, and in compliance with the project specifications. If the contractor fails to do so, they may be held liable for any defects or issues arising from their work.
9. As a condition precedent to final acceptance of the project, remove all equipment and temporary structures, and all rubbish, waste, and generally clean up the right of way and premises to conform substantially to conditions as they existed before the commencement of work.
10. The contractor must meet project requirements and will have a final inspection to ensure that all contractual obligations have been met.
11. The contractor is responsible for backfilling and reseeding, if required, and final acceptance of 75% vegetation.
12. The contractor should use an accredited lab for testing to meet the following requirements: 2 hours at 200PSI.
13. The contractor is liable for damages to private property and utility lines.
14. The contractor should provide a two-year warranty after acceptance.

## SECTION 7

### **RESIDENT/NON-RESIDENT** **BID FORM**

#### **THE FOLLOWING INFORMATION MUST BE PROVIDED FOR YOUR BID TO BE** **CONSIDERED:**

V.T.C.A. Government Code Section 2252.002: **Non-resident Bidders.** Texas law prohibits cities and other governmental units from awarding contracts to a non-resident bidder unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident bidder's state.

To make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

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2. Name and address of principal place of business, and phone number of your company's majority owner:

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3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

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Signed by: \_\_\_\_\_  
Contractor

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

Date Signed: \_\_\_\_\_

## SECTION 8.

# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

FORM CIQ

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**1 Name of vendor who has a business relationship with local governmental entity.**

### OFFICE USE ONLY

Date Received

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

Signature of vendor doing business with the governmental entity

Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at

<https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm> For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- A. a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- B. a transaction conducted at a price and subject to terms available to the public; or
- C. a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

### **Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor;
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

### **Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or of a family relationship with a local government officer.

## SECTION 9.

### **STANDARD TERMS AND CONDITIONS**

**1. INDEPENDENT CONTRACTOR** - Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of City. Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants.

**2. HEALTH, SAFETY, AND ENVIRONMENTAL REQUIREMENTS** Services, products, materials, and supplies provided by the Bidder must meet or exceed all applicable health, safety, and the environmental laws, requirements, and standards. In addition, Vendor agrees to obtain and pay, at its own expense, for all licenses, permits, certificates, and inspections necessary to provide the products or to perform the services hereunder. Vendor shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Vendor.

**3. TERMINATION FOR DEFAULT** - The City of Kaufman reserves the right to terminate the contract without prior notice in the event the Contractor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the bid specifications. In the event of termination, the City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible bidder. Any such act by the City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work or services is more than that part of the contract sum, which has not therefore been paid to the Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess. Bidders shall for this purpose keep their bids open and prices fixed for a period of 90 days following the award of this bid.

**4. TERMINATION WITHOUT CAUSE** - The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

**5. COMPLIANCE WITH FEDERAL REGULATIONS:** All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l). The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the City, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the City's Purchasing Manager, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the City makes final payment. For all contracts involving Federal funds in excess of \$10,000, the City reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

**6. INVOICES AND PAYMENTS:** (a) Vendor shall submit separate invoices on each purchase order, hereafter referred to as "contract", after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice.

**Mail to: City of Kaufman, Attn: Accounts Payable, 209 S. Washington St., Kaufman, Texas 75142, or email to [accountspayable@kaufmantx.org](mailto:accountspayable@kaufmantx.org).** Payment shall not be due until the above instruments are submitted after delivery. Payment terms are Net 30 per the Texas Prompt Payment Act. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) City's obligation is payable only and solely from funds available for the purpose of the purchase. Failure of the City to appropriate funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by City. (c) Do not include Federal Excise, State or City Sales Tax. City shall furnish tax exemption certificate upon request.

**7. STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Vendor is observed performing in a manner that is in violation of Federal, State, or Local guideline, or in a manner determined by the City to be unsafe to either life or property. Upon notification, the Vendor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Vendor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

**8. DEFAULT:** The Vendor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

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

**10. TERMINATION:** The performance of work under this order may be terminated in whole or in part by the City in accordance with this provision. Termination of work hereunder shall be affected by the delivery to the Vendor of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of City set forth in Clause 15, herein.

**11. FRAUD:** Fraudulent statements by the Vendor on any offer or in any report or deliverable required to be submitted by the Vendor to the City shall be grounds for termination of the Contract for cause by the City and may result in legal action.

**12. FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

**13. MODIFICATIONS:** This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.

**14. APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

**15. ADVERTISING:** Vendor shall not advertise or publish, without City's prior consent, the fact that City has entered this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

**16. RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. If a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**17. VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Kaufman County, Texas.

**18. DISCLOSURE:** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Kaufman must complete a conflict-of-interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict-of-interest questionnaire, which is available online at [ethics.state.tx.us](http://ethics.state.tx.us), must be filed with the Finance Division of the City of Kaufman no later than the 7<sup>th</sup> business day after the person or agent begins contract discussions or negotiations with the City of Kaufman or submits to the City of Kaufman, an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Kaufman. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. Vendor should consult with legal counsel if there are questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Kaufman to comply with the filing requirement of Chapter 176.

**19. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** Any elected or appointed official which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the City, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if most of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code, Chapter 171.

**20. INSURANCE:** The City of Kaufman requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.

**21. INDEMNITY:** The Vendor shall defend, indemnify and hold the City of Kaufman, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award and the Vendor so agrees upon the submission of the bid. The Vendor shall deliver, if so, requested by the City of Kaufman, a written release of all liens or other proper evidence of same, to the satisfaction of the City prior to the issuance of final payment by the City.

**22. DISPUTE RESOLUTION:** If a dispute arises between the City and a Vendor, the parties will attempt to negotiate prior to prosecuting a suit for damages unless a suit is required to toll a statute of limitations. Such negotiations shall be instituted by either party sending the other a written statement stating the nature of the dispute and, if applicable, the number of damages sought and a request for negotiation. Unless the parties can resolve their differences within thirty (30) days of the request for negotiation the matter may proceed to litigation. The parties may voluntarily agree to mediation, but such is not a condition precedent to litigation.

**23. SEVERABILITY:** In case any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**24. ADA COMPLIANCE:** All services provided to the City must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Vendor will be required to certify compliance, if required under the law or otherwise required by the City.

**25. PROTECTION OF RESIDENT WORKERS:** The City actively supports the Immigrations and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only person who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Vendor shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Vendor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the City's expense.

**26. NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Vendor agrees that acceptance of these Terms & Conditions serves as written verification that 1) Vendor does not boycott Israel, as defined by Texas Government Code Section 808.001 and 2) Vendor will not boycott Israel during the term of the contract.

**27. NO BOYCOTT OF ENERGY COMPANIES:** Pursuant to Texas Government Code Chapter 2274.002, the Vendor agrees that acceptance of these Terms & Conditions serves as written verification that 1) Vendor does not boycott energy companies that (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (b) does business with a company described above; and 2) Vendor will not boycott energy companies during the term of the contract.

**28. NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES:** Pursuant to Texas Government Code Chapter 2274.001, the Vendor agrees that acceptance of these Terms & Conditions serves as written verification that the 1) Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and 2) Vendor will not discriminate during the term of the contract against a firearm entity or firearm trade association.

**29. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F. Vendor affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. Revised June 2022

**SECTION 11.**

**CERTIFICATE OF INSURANCE**

(To Be Provided by Successful Bidder)

## MACHINERY AND EQUIPMENT

Bidder must supply a list of all equipment available for use on this contract. Being available shall mean that the equipment is owned or under control of the bidder submitting this proposal.

<b># Units</b>	<b><u>Type of Equipment</u></b>
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**Attach additional sheets as needed.**

**Completed bid:**

Estimated completion time (days) \_\_\_\_\_

I certify that the bid contained herein is correct. I understand that if the bid is not honored, the City of Kaufman may withdraw the award, and as a result, your firm will be disqualified as a bidder for the City of Kaufman.

DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## PROJECT LOCATION MAP

250 E US HWY 175

