



**INVITATION FOR BID
ISSUED BY CITY OF SAN MARCOS, TEXAS
PURCHASING AND CONTRACTING OFFICE**

Solicitation No.:	220-271
Project Title:	Touchless Plumbing Fixtures
Due Date:	October 15, 2020
Due prior to:	2:00 PM

This solicitation is comprised of the following sections. Please read each section including those incorporated by reference. By signing this document, you are agreeing to be bound by all terms and conditions.

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1. STANDARD TERMS AND CONDITIONS

By submission of a bid/offer to this Invitation, Vendor/Contractor agrees to the City of San Marcos Standard Terms and Conditions hereby incorporated by reference, with the same force and effect as if they were incorporated in full text. "Standard Terms and Conditions" are available online at sanmarcostx.gov/StandardTermsandConditions.

2. INSTRUCTIONS TO BIDDERS

A. The City of San Marcos, hereafter referred to as "Owner" is requesting bids for touchless plumbing fixtures. Bidder is cautioned to refer to Section 4, Scope of Work/Specifications, for further details.

B. BID SUBMITTAL: Submit one (1) original signed and sealed bid on the Bid Form, Section 5 of this Solicitation to the **Office of the Purchasing Manager, Purchasing and Contracting, Building 4, (behind the Municipal Bldg.)**, 630 East Hopkins Street, San Marcos, Texas 78666, by the date and time specified herein. The City will not accept bids after the submittal deadline.

It is the sole responsibility of the Bidder to ensure that its bid reaches the Office of the Purchasing Manager. Bidders are cautioned that they are responsible for delivery to the Office of the Purchasing Manager. Therefore, if a bid is delivered by an express mail carrier or by any other means, it is the Bidder's responsibility to ensure delivery to the Office of the Purchasing Manager. The City is not responsible for deliveries made to any place other than the Office of the Purchasing Manager. The City is under no obligation to return bids.

Bids and bid addenda will be enclosed in sealed envelopes and submitted to the Office of the Purchasing Manager. The name and address of the Bidder, date of the bid opening and the bid name will be shown on the outside of the envelope. The Bidder will attach the label provided at the end of this solicitation on the outermost sealed envelope.

Bids will be submitted on the forms provided in these bid documents. If not submitted on the forms provided, the bid will be rejected. Facsimile bids will not be accepted, but a bid already received may be amended by facsimile if the amendment is received prior to the time and date set for the bid opening and specific bid prices are not disclosed in the amendment.

Bids will be opened and read aloud in the **Conference Room, Building 4, (behind the Municipal Bldg)**, 630 East Hopkins Street, San Marcos, Texas 78666, at 2:00 PM, on date of bid Due Date.

C. BID FORM: Bidder must submit a price for each item in the Bid Form. In case of conflict between unit prices and extensions, unit prices shall govern. In case of a difference in written words and figures in the bid, the amount stated in written words will govern. Unit Price Bids shall include prorata share of overhead for each bid item so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid, together with any lump sum amounts contained in your bid, represents your total bid. All such work and materials must be furnished at no added cost to the Owner.

D. APPROVED EQUAL: "Or approved equal" clause is intended to establish a level of quality and is not to be interpreted as a preference for a particular brand. The items offered will be equivalent to function, basic design, type / quality of material, method of construction, and any required dimensions. Alternate brands meeting the minimum requirements will be submitted to and approved by the City's Project Manager, prior to the making an award.

E. ADDITIONAL INFORMATION: Inquiries regarding this solicitation will be in written form only, and must be received by 5:00 PM Local Time, ten (10) calendar days prior to the bid submission deadline. Inquiries will be emailed and will include a contact name, address, and telephone number. Questions will be submitted to:

Joseph Navarre
Purchasing Specialist Senior
Purchasing and Contracting
City of San Marcos
Email: jnavarre@sanmarcostx.gov

F. ADDENDA: Any changes resulting from the questions submitted affecting specifications, the scope of work, or which may require an extension to the bid due date will be reduced to writing in the form of an addendum to this solicitation. Addenda can only be viewed at www.sanmarcostx.gov/eprocurement. It is the Bidder's responsibility to check the above site to determine if the City has issued any addenda. Addenda will be issued no later than seven (7) working days prior to the bid due date.

G. EXPERIENCE: By submission of this bid, Bidder certifies that it has a minimum of one (1) year experience in **plumbing supplies and delivery**. Bidder must submit with its bid the attached Vendor References form (Attachment "A").

H. REFERENCES: On Attachment "A", Bidder will supply with its bid, the names, addresses, and telephone numbers of three (3) municipalities or other publicly owned department with which the vendor is presently contracting or has contracted with in the past three (3) years. The successful vendor will also supply the names of company representatives who may be contacted for references and performance history. Municipal references are preferred. The City may utilize other sources of reference to determine a vendor's performance history. A single negative reference, in the City's sole discretion, will be cause for disqualification of a vendor. The vendor will not use the City as a reference.

I. VENDOR INFORMATION QUESTIONNAIRE: Bidder will submit Attachment "B", Vendor Information Questionnaire, with its bid to be considered responsive.

J. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM: A valid federal tax identification number will be provided to the City following notification of contract award. If the Bidder fails to provide this form (Attachment "C"), the City will award to the second lowest responsive, responsible Bidder.

K. PREPARATION OF BIDS: Bidders will prepare bids in accordance with the following:

1. All information required by the bid documents will be furnished.
2. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price and total price, the unit price will govern.
3. Alternate bids will not be considered unless expressly authorized by the bid documents.
4. The City is exempt from payment of State and Local sales, excise and use taxes under section 151.309 of the Texas Tax Code.

5. By submitting a bid, each Bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision.

L. WITHDRAWAL OF BIDS: A Bidder may withdraw a bid only by a written request received by the Purchasing Manager prior to the time set for bid opening.

M. LATE BIDS OR AMENDMENTS: Bids and amendments received after the time set for the bid opening will not be considered.

N. REJECTION OF BIDS:

1. The City may reject a bid if:
 - a. The Bidder misrepresents or conceals any material fact in the bid.
 - b. The bid does not strictly conform to the bid documents.
 - c. The Bidder is delinquent in the payment of taxes to any political jurisdiction.
 - d. It is deemed in the best interest of the City to do so.
 - e. Failure to acknowledge receipt of Addenda.
 - f. Unbalanced Unit Price Bid: "Unbalanced Bid" means a Bid, which includes a Bid that is based on unit prices which are significantly less than cost for some Bid items and significantly more than cost for others. This may be evidenced by submission of unit price Bid items where the costs are significantly higher/lower than the cost of the same Bid items submitted by other Bidders on the project.
2. The City will not be responsible for costs incurred in the preparation of a bid or to contract for its contents.
3. The City reserves the right to waive any minor informalities or irregularities in any bid.

O. ACCEPTANCE OF BID: Upon acceptance of a bid by City Council, if over \$50,000, and issuance of a Contract Award by the Purchasing Manager, the successful Bidder will deliver the goods and services as specified at the stated prices, within the time specified, and in accordance with all provisions of the bid documents.

P. TECHNICAL REPRESENTATIVES: Any advice, approvals, or instructions given by the City's staff, technical personnel or other representatives to any Bidder are expressions of personal opinion only and do not alter or amend the bid documents unless included in an addendum.

Q. PROTEST PROCEDURES: The purpose of the protest procedures is to protect the public interest in the purchasing process. This section is intended to give a Bidder, Proposer, or Contractor who is aggrieved in connection with the solicitation, evaluation, or award of a contract the opportunity to protest. The City's objective is to resolve protests as soon as practical.

Any protest or complaint to the City's consideration must be submitted in writing and received by the Purchasing Manager no later than 5:00 PM on the fifth (5th) calendar day after the City notifies the Bidder or Proposer: 1) that it is deemed non-responsive; 2) that it is deemed not responsible; 3) the name of the apparent winning Bidder; or 4) the City's intent to award a contract. If the protest or complaint does not

contain the following information, it may be dismissed by the Purchasing Manager:

- Protestor's name, address, telephone number, and email address;
- The solicitation number;
- Identification of the statute or policy that is alleged to have been violated;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved; and
- Supporting documentation.

The protest must be concise and presented logically and factually to help with the City's review and determination as to whether the grounds for the protest are sufficient. The Purchasing Manager will notify the protesting party that the protest has been received and make every effort to resolve the protest before contract award.

If it is determined that the grounds for the protest are insufficient and no violation of a statute or policy has occurred, the Purchasing Manager will provide a written decision to the protesting party setting forth the reasons for the determination.

If, after conferring with the City Attorney's Office, it is decided that the grounds for the protest are sufficient and it is determined that a violation of a statute or policy has occurred, the Purchasing Manager will inform the protesting party by letter setting forth the reasons for the determination and the remedial action that will be taken.

When a protest is filed, the City will not make an award until a decision on the protest is made except, as determined by the City Manager, when a delay would jeopardize urgently needed goods or services, or a delay in making an award will unduly delay delivery or performance of urgently needed services.

R. DISCOUNTS: Prompt payment discounts will not be considered in determining low bids and making awards.

S. NON-DISCRIMINATION: It is the City's policy that in regard to any contract entered into pursuant to this solicitation, historically underutilized businesses ("HUB's") will be afforded equal opportunities to submit bids in response to this solicitation and will not be discriminated against on the grounds of race, color, sex, religion, national origin, age, or disability in consideration for an award. The Bidder warrants that it does not and will not discriminate in employment and in subcontracts based on race, color, sexual orientation, gender identity, national origin, sex, age, disability or economic condition and as an EEO employer, the Bidder prohibits retaliation, discharge, or discrimination against any employee or applicant for employment or against any subcontractor or supplier.

T. CERTIFICATE OF INTERESTED PARTIES: A Bidder that will be awarded a contract that is greater than \$50,000 is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission ("TEC") website (<https://www.ethics.state.tx.us/File/>) submit a signed copy of the form to the City prior to the award of the contract. A contract, including a City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the vendor.

End Section

3. SUPPLEMENTAL TERMS AND CONDITIONS

A. TIME IS OF THE ESSENCE: Owner will process Bids expeditiously. Following contract award by City Council (if \$50,000 or higher), the Owner will notify the awarded Bidder and request the required contract documents to be due by a stipulated date.

Following acceptance of all required contract documents, the Owner will transmit a copy of the Contract Award or Agreement by DocuSign for signature and return. The Owner will distribute an executed copy of the Contract Documents (Project Manual) to the Vendor/Contractor. The executed Contract Award or Agreement form attached to the bid documents, including the bid sheet of the successful Bidder, results in a binding contract without the necessity for further action by either party.

B. SINGLE ONE-TIME AWARD: The successful Bidder will be awarded a one-time contract anticipated to begin October 28, 2020 and end November 25, 2020.

C. FACTORS TO AWARD: The City reserves the right to award a contract to a Bidder on the basis of total lowest cost which provides the best value to the City. The City reserves the right to reject all bids. The Vendor/Contractor will provide a price on **items #1 through #9** of the Bid Form, Section 5 to be considered responsive. The following criteria will be utilized in the evaluation of the bid:

1. Lowest total cost;
2. Responsibility of the bidder; and
3. Responsiveness of the bidder.

D. RIGHT TO ASSURANCE: Whenever one party to this contract, in good faith, has reason to question the other party's intent to perform, the former may demand that the other party give written assurance of intent to perform. In the event that a demand is made and no such assurance is received within five (5) working days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

E. DELEGATION, SUBCONTRACTS, ASSIGNMENT, AND SET-OFF: The Vendor/Contractor will not, without written consent of the City, make any contract with any other entity for furnishing any of the completed or substantially completed goods covered by this contract or assign its obligations under this contract. The City may set-off against the amount payable to any person under this contract any claim or charge it may have against the Vendor/Contractor.

F. CHANGE OF NAME: The Vendor/Contractor is responsible for the performance of this contract. In the event the Vendor/Contractor changes its name, the Purchasing Manager must be notified in writing immediately. No change in the obligation of the Vendor/Contractor will be recognized until such change is approved by the Purchasing Manager.

G. INSPECTION AND ACCEPTANCE: The City will inspect and accept delivery made under this contract, or may reject any or all good(s) which is damaged or which does not conform to specifications. The Vendor/Contractor will repair any minor damages noted during inspection. The Vendor/Contractor will be responsible for the proper delivery of goods to the address shown as the F.O.B. point.

H. PAYMENTS: Payment will be in accordance with Chapter 2251, Texas Government Code. Invoices will include the Contract Number, work description, unit price, quantity, extended price, and contract number.

1. Prior to receipt of Contract, the successful Bidder will complete a Request for Taxpayer Identification Number and Certification Form. The City will not issue payment until the properly completed form has been received.
2. Progress payments will be made by the City upon the completion and acceptance of the work performed under this contract, and submission of an original invoice to the City of San Marcos, Accounts Payable Division, 630 East Hopkins Street, San Marcos, Texas 78666, or cosmap@sanmarcostx.gov.
3. All payment terms will be "Net 30 Days" unless otherwise specified in these solicitation documents. Successful vendors are encouraged to register for direct deposit payments prior to providing goods and/or services using the AP-ACH Direct Deposit form posted on the City's website at: <http://sanmarcostx.gov/2863/New-Vendors>.

I. PROCUREMENT CARD (P-CARD): The City has implemented a Procurement Card Program to streamline our procurement process. In order to expedite payments for our suppliers, the City has the option to make payment utilizing a Master Card (P-Card) rather than a City check. By making purchases with the P-Card, the City can more effectively control our procurement activities and achieve a significant cost savings over our current paper purchasing/payment system. See the Bid Form to insert total cost if paid with P-Card.

J. CITY REPRESENTATIVE: The City representative regarding administration of the resulting contract will be Sandra McKenzie, Administrative Coordinator. The City may change its designation of a representative by providing written notice to the successful vendor. The Bidder must not contact the City Representative until after bid award.

K. HOLIDAYS: The Vendor/Contractor will observe the same holiday schedule as the City unless prior arrangements have been made with the City's Representative for approval.

New Year's Day	1 st Day in January
Martin Luther King Jr. Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 th Day of July
Labor Day	1 st Monday in September
Veterans Day	11 th Day of November
Thanksgiving Holiday	4 th Thursday and Friday in November
Christmas Holiday	24 th and 25 th Days of December

L. INTERGOVERNMENTAL PURCHASES: The City reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this proposal to any and all public entities, subdivisions, school districts, community colleges, colleges, and universities. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be deleted from the original contract. The Bidder will notify any governmental entity that wishes to use any contract resulting from this proposal that it must contact the City Purchasing Manager for approval of its utilization of the City's contract.

The City assumes no authority, liability or obligation, on behalf of any other governmental entity that may use any contract resulting from this proposal. All purchases and payment transactions will be made directly between the successful Bidder and the requesting entity. Any exceptions to this requirement must be specifically noted in the Bid response.

M. SMOKING: In accordance with San Marcos Ordinance No. 2013-57, all City-owned and rented/leased properties are smoke free properties. All contractors, subcontractors, and their employees are prohibited from smoking while on City property. This includes the enclosed areas of public places and workplaces, within ten (10) feet of doors and windows, City-owned or rented/leased property, including parks and facilities. This prohibition includes e-cigarettes and other inhaled vapor devices. The City reserves the right to terminate a contract(s) if the Contractor is found in noncompliance. The City reserves the right to direct the Contractor to remove or replace any employee for just cause.



End Section

4. SCOPE OF WORK / SPECIFICATIONS

A. PURPOSE: This is for a one-time purchase for touchless plumbing fixtures, to convert all plumbing fixtures from manual to those with touch-free capabilities.

B. BACKGROUND: The City of San Marcos has not previously solicited for touchless plumbing fixtures.

C. SCOPE: The Vendor/Contractor will provide all labor, equipment, tools, materials, supplies, supervision, and other items or services necessary to provide **touchless plumbing appliances** as follows:

1. Valves:
 - a. Urinal Valve, Sloan Flushometer, #8186-0.5, quantity: 45
 - b. Toilet Valve, Sloan Flushometer, #8111-1.6, quantity: 135
2. Sink Faucets:
 - a. Sink Faucet, Automatic, Sloan, #2450-4-BAT-TEE-CP, quantity: 150
3. Soap Dispenser:
 - a. Soap dispenser, sink mounted automatic, no model/brand preference, quantity: 30
 - b. Soap dispenser, wall mounted automatic, no model/brand preference, quantity: 105
4. Sanitizer Dispenser:
 - a. Sanitizer dispenser, wall mounted automatic, no model/brand preference, quantity: 55
 - b. Sanitizer dispenser, floor stand automatic, no model/brand preference, quantity: 35
5. Hand Towel Dispenser:
 - a. Hand towel dispenser, wall mounted automatic, Kimberly Clark, kc-29739, quantity: 80

It is important to note that to establish a **functional parts-replaceable system**, all products of an identified type must be the same; for example "Soap dispenser, sink mounted, automatic" may be all Gojo brand or an approved equal but the City will not accept 15 of brand "A" and 15 of brand "B" of "Soap dispenser, sink mounted, automatic". Also, the Sloan products are to fit Sloan units; the strong preference is that Sloan automatic flushers are to be quoted; if not, the equivalent product must be usable with the Sloan toilet units.

D. CONDITION OF EQUIPMENT: The equipment specified will be new and of current manufacture. All items which are not specifically mentioned but are necessary to render the equipment complete and operational will be included in the price estimate.

E. EXPERIENCE REQUIREMENTS: The Bidder certifies that it has a minimum of **one (1)** year experience in this field.

F. CORRECTION OF WORK: The Vendor/Contractor will promptly correct all work rejected by the City as faulty, defective, or failing to conform to this specification whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The Vendor/Contractor will bear all costs of correcting such rejected work.

G. DELIVERY: Delivery will be no later than **December 1, 2020** and will be coordinated **three (3) weeks** in advance with **Sandra McKenzie, Administrative Coordinator**. **Delivery will be F.O.B. – City of San Marcos, General Services, Grant Harris Jr. Building, 401 E. Hopkins, San Marcos, Texas 78666.**

End Section

5. BID FORM

Item	Description	Unit Price	Quantity	Total
1	Sink Faucet, Sloan Flushometer, SF-2450-4-BAT-TEE-CP-0.5GPM-MLM-IR-FCT	\$	135	\$
2	Urinal valve, Sloan flushometer, 8186-0.5	\$	40	\$
3	Toilet valve, Sloan flushometer, 8111-1.6	\$	120	\$
4	Soap Dispenser, Sink Mount, Gojo or similar	\$	25	\$
5	Soap Dispenser, Wall mount, Gojo or similar	\$	95	\$
6	Sanitizer Dispenser, Wall mount, Gojo or similar	\$	50	\$
7	Sanitizer Dispenser, Floor stand, Gojo or similar	\$	30	\$
8	Paper Towel Dispenser, Kimberly Clark, kc-29739	\$	70	\$
TOTAL BID AMOUNT (ITEMS 1-8)				\$

Bidder agrees that its price will remain firm and subject to acceptance by the City for a period of 60 calendar days from the bid due date.

The City of San Marcos reserves the right to reject any and all bids and to waive any informalities.

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated _____ Initial _____
 Addendum No. 2 dated _____ Initial _____

The undersigned affirms that the original Invitation for Bid documents have not been altered in any way. The undersigned further affirms that it is duly authorized to submit this bid, that this bid has not been prepared in collusion with any other bidder, and that the content of this bid has not been communicated to any other bidder prior to the official receipt of this bid.

☐ I hereby certify that our business is an Equal Employment Opportunity (EEO) employer and does not and will not discriminate in employment and in subcontracts based on race, color, sexual orientation, gender identity, national origin, sex, age, disability or economic condition. I further attest that this policy is documented in our Employee Handbook. As an EEO employer, we prohibit retaliation, discharge, or discrimination against any employee or applicant for employment or against any subcontractor or supplier. I understand that failure to check the box as to these conditions may render my proposal non-responsive.

 Printed Name of Bidder/Company

 Signature of Authorized Representative

 Date

 Printed Name / Title of Authorized Representative

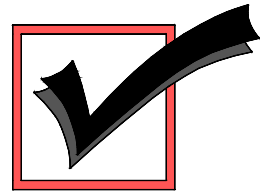
Mailing Address

City, State, Zip code

Telephone:

Email:

End Section



6. BID CHECKLIST

CHECK EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED.

- ☐ 1. THE BID FORM HAS BEEN SIGNED BY AN AUTHORIZED SIGNATORY.
- ☐ 2. THE PRICE EXTENSIONS AND TOTALS HAVE BEEN CHECKED ON THE BID FORM.
- ☐ 3. ADDENDUM (IF ANY) HAVE BEEN ACKNOWLEDGED ON THE BID FORM.
- ☐ 4. ATTACHMENT "A" VENDOR REFERENCES HAS BEEN COMPLETED, SIGNED AND INCLUDED.
- ☐ 5. ATTACHMENT "B" VENDOR INFORMATION QUESTIONNAIRE HAS BEEN COMPLETED, SIGNED AND INCLUDED.
- ☐ 6. ATTACHMENT "C" W-9 HAS BEEN COMPLETED, SIGNED, AND INCLUDED.
- ☐ 7. THE MAILING LABEL HAS BEEN ATTACHED TO THE OUTERMOST SEALED ENVELOPE AND IS ADDRESSED TO:

Cut along the outer border and affix this label to your outermost sealed bid container to identify it as a "Sealed Bid". Include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN

SEALED BID NO.: **IFB 220-271**
BID TITLE: **Touchless Plumbing Fixtures**
DUE DATE/TIME: **October 22, 2020, at 2:00 p.m. C.[S/D].T.**

SUBMITTED BY: _____
(Name of Bidder)

(Address of Bidder)

DELIVER TO: City of San Marcos
Attention: Purchasing Manager
Purchasing and Contracting
Building 4 (Behind the Municipal Bldg.)
630 East Hopkins Street
San Marcos, Texas 78666

ATTACHMENT "A"
VENDOR REFERENCES

If this document is not submitted with the bid/proposal, it may be considered non-responsive.

Company (Vendor) Name:		
Company (Vendor) Representative's Name and Title:		
Mailing Address:		
City, State, Zip:		
Telephone:		Email:

Company (Vendor) Name:	
Company (Vendor) Representative's Name and Title:	
Mailing Address:	
City, State, Zip:	
Telephone:	Email:

Company (Vendor) Name:	
Company (Vendor) Representative's Name and Title:	
Mailing Address:	
City, State, Zip:	
Telephone:	Email:

ATTACHMENT "B"
VENDOR INFORMATION QUESTIONNAIRE

If this document is not submitted with the bid/proposal, it may be considered non-responsive.

Name of Company:	
Primary/Principal Office Address:	
Telephone Number:	
Email Address:	
DUNS Number (if applicable):	

Form of Ownership (check one):

- ☐ Corporation State Incorporated/Registered _____ / Date Incorporated/Registered _____
- ☐ LLC
- ☐ Joint Venture
- ☐ Partnership: If Partnership, select one of the following: () Limited or () General
- ☐ Individual

Company has been in business since: _____

List of Partners, Principals, Corporate Officers or Owners:

Name	Title

List of Corporate Directors:

Name	Title

1. Have you had any contracts terminated for default or other performance reasons? ☐ Yes ☐ No

If yes, explain: _____

2. Has your company been convicted of a criminal offense involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official? ☐ Yes ☐ No

If yes, has the conviction occurred within three (3) years immediately preceding either the date of submission of a bid/proposal, or the date of award of the contract?

If yes, explain: _____

3. Is your company involved in pending investigation or criminal prosecution of a criminal offense involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official? ☐ Yes ☐ No

If yes, explain: _____

4. Does your company have pending claims, investigations, or civil litigation involving allegations of fraud, misrepresentation, or conversion? ☐ Yes ☐ No

If yes, explain: _____

5. Does your company have previous final judgments against the City for breach of contract, fraud misrepresentation or conversion? ☐ Yes ☐ No

If yes, explain: _____

6. Has your company failed to timely pay/remit sales tax, property tax, or utility payments to the City of San Marcos? ☐ Yes ☐ No

If yes, explain: _____

7. Has your company refused to execute a contract following an award by the San Marcos City Council?

☐ Yes ☐ No

If yes, explain: _____

8. Has your company violated the anti-lobbying provisions in a current or previous City of San Marcos procurement process by making contact with a member of the San Marcos City Council prior to the award of a contract?

☐ Yes ☐ No

If yes, explain: _____

9. Has your company furnished unauthorized substitutions of materials not meeting contract specifications in a current or previous contract with the City of San Marcos? ☐ Yes ☐ No

If yes, explain: _____

I, _____, as _____
Name of Individual Title & Authority

of _____, declare under oath
Company Name

that the above Statements, including any supplemental responses attached hereto, are true and correct, and that the representations made herein are accurate to the best of my knowledge and are based upon a diligent search of records. I further acknowledge that any failure to conduct a diligent search or to make a full and complete disclosure may result in cancellation of my contract by the City of San Marcos, and possibly debarment.

Signature

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL

ATTACHMENT "C"
W-9 TAXPAYER IDENTIFICATION FORM

W-9 <small>Form (Rev. October 2007) Department of the Treasury Internal Revenue Service</small>	Request for Taxpayer Identification Number and Certification		Give form to the requester. Do not send to the IRS.
	<div style="display: flex;"><div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: 0.8em; margin-right: 5px;">Print or type See Specific Instructions on page 2.</div><div style="border: 1px solid black; padding: 2px;"><div>Name (as shown on your income tax return)</div><div>Business name, if different from above</div><div>Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶</div><div style="display: flex;"><div style="flex: 1;"><div>Address (number, street, and apt. or suite no.)</div><div>City, state, and ZIP code</div></div><div style="flex: 1;"><div>Requester's name and address (optional)</div></div></div><div>List account number(s) here (optional)</div></div></div>		

Part I Taxpayer Identification Number (TIN)	
<div>Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.</div> <div><div>Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</div><div style="display: flex; justify-content: space-between;"><div style="border: 1px solid black; padding: 2px; width: 45%; text-align: center;">Social security number or Employer identification number</div><div style="border: 1px solid black; padding: 2px; width: 45%;"></div></div></div>	

Part II Certification	
<div>Under penalties of perjury, I certify that:</div> <div><div>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</div><div>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</div><div>3. I am a U.S. citizen or other U.S. person (defined below).</div></div> <div>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.</div> <div style="display: flex; justify-content: space-between;"><div>Sign Here</div><div>Signature of U.S. person ▶</div><div>Date ▶</div></div>	

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: <div><div>1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),</div><div>2. Certify that you are not subject to backup withholding, or</div><div>3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.</div></div> Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.	Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: <ul style="list-style-type: none">• An individual who is a U.S. citizen or U.S. resident alien,• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,• An estate (other than a foreign estate), or• A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: <ul style="list-style-type: none">• The U.S. owner of a disregarded entity and not the entity,
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- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

ATTACHMENT "D"
AUTHORIZATION OF CHANGE IN SERVICE

AGREEMENT/ NUMBER:	220-271 Touchless Plumbing Fixtures	
CITY REPRESENTATIVE:	Sandra McKenzie	
CONTRACTOR:		
CONTRACT EFFECTIVE DATE:		
THIS AUTHORIZATION DATE:		AUTHORIZATION NO.:

DESCRIPTION OF WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES:

Original Contract Amount:		\$
Previous Increases/Decreases in Contact Amount:		\$
Current Contract Amount:		\$
This Increase/Decrease in Contract Amount:		\$
Revised Contract Amount:		\$

CONTRACTOR:

Signature

Date

Print Name / Title (if not in individual capacity)

CITY:

Signature

Date

Print Name / Title

City Department Use Only Below This Line (PM, etc.).

Account Number(s):		
#		
#		
#		

ATTACHMENT "E"



CITY OF SAN MARCOS

FINANCE DEPARTMENT
PURCHASING AND CONTRACTING
MUNICIPAL BUILDING
430 EAST HOPKINS STREET
SAN MARCOS, TEXAS 78666

CONTRACT AWARD

This contract is between the City of San Marcos, Texas and the Contractor named below, pursuant to V.T.C.A. Local Government Code, 252 as amended, in accordance with the City's Standard Terms and Conditions found at www.sanmarcostx.gov/termsandconditions, and attached Solicitation and Contract documents.

CONTRACT NAME AND NUMBER:		PURCHASING AND CONTRACTING POC:	
CONTRACTOR:		CONTRACT AMOUNT:	
CONTRACT START DATE:		DELIVERY DATE / CONTRACT TERM / OPTIONAL EXTENSIONS:	
COSM USER DEPARTMENT AND POC:			
By execution of this contract below, Contractor agrees to all Terms, Conditions, and Specifications of the Contract Documents.			
AUTHORIZED CITY OF SAN MARCOS SIGNATURE:		AUTHORIZED CONTRACTOR SIGNATURE:	
		TYPED/PRINTED NAME:	
TITLE:	DATE:	TITLE:	DATE:

Rev. 07/15/19