

## **MAILING LABEL**

Cut along the outer border and affix this label to your outermost sealed bid envelope to identify it as a "Sealed Bid".

### **SEALED BID • DO NOT OPEN**

**SEALED BID NO.:** 224-240

**BID TITLE:** Street Striping Indefinite Delivery, Indefinite Quantity (IDIQ)

**DUE DATE/TIME:** March 27, 2025, prior to 2:00 PM (Local Time)

**SUBMITTED BY:** D.I.J. Construction, Inc.

(Company Name of Bidder)

Bertram TX

(City/State of Bidder)

**DELIVER TO:**

City of San Marcos

Office of the Purchasing Manager

Building 3

630 East Hopkins Street

San Marcos, Texas 78666

# Bid Schedule Revised 03.21.25

## Street Striping IDIQ, IFB#224-240

Submitted by ( Contractor Name):

D.I.J. Construction, Inc.

Date:

27-Mar

(NOTE: Legibly print or write unit and lump sum prices for each item in this bid):

Item No.	Spec. Reference	Unit Description	Est. Quantity	Unit	Unit Price	Unit Total
1	0500-6003	Mobilization (Callout 1)	3	EA	\$ 4,200.00	\$ 12,600.00
2	0500-6004	Mobilization (Callout 2)	3	EA	\$ 4,200.00	\$ 12,600.00
3	0502-6025	Barr, Signs, Traffic Handling	6	EA	\$ 4,200.00	\$ 25,200.00
4	0677-6001	ELIM EXT PAV MRK & MRKS (4")	40000	LF	\$ 1.20	\$ 48,000.00
5	0677-6002	ELIM EXT PAV MRK & MRKS (W) (6") (SLD)	8000	LF	\$ 1.33	\$ 10,640.00
6	0677-6004	ELIM EXT PAV MRK & MRKS (W) (8") (SLD)	8000	LF	\$ 1.83	\$ 14,640.00
7	0677-6008	ELIM EXT PAV MRK & MRKS (ARROW)	40	EA	\$ 340.00	\$ 13,600.00
8	0677-6012	ELIM EXT PAV MRK & MRKS (WORD)	40	EA	\$ 427.00	\$ 17,080.00
9	0678-6001	PAV SURF PREP FOR MRK (4")	40000	LF	\$ 0.60	\$ 24,000.00
10	0678-6002	PAV SURF PREP FOR MRK (W) (6") (SLD)	8000	LF	\$ 0.82	\$ 6,560.00
11	0678-6004	PAV SURF PREP FOR MRK (W) (8") (SLD)	8000	LF	\$ 1.45	\$ 11,600.00
12	0678-6009	PAV SURF PREP FOR MRK (ARROW)	40	EA	\$ 300.00	\$ 12,000.00
13	0678-6016	PAV SURF PREP FOR MRK (WORD)	40	EA	\$ 351.00	\$ 14,040.00
14	0678-6026	PAV SURF PREP FOR MRK (BIKE ARROW)	30	EA	\$ 229.00	\$ 6,870.00
15	0678-6028	PAV SURF PREP FOR MRK (BIKE SYMBOL)	30	EA	\$ 259.00	\$ 7,770.00
16	0666-6003	REFL PAV MRK TYI (W) 4" (BRK) (100 MIL)	25000	LF	\$ 0.80	\$ 20,000.00
17	0666-6012	REFL PAV MRK TYI (W) 4" (SLD) (100 MIL)	15000	LF	\$ 1.30	\$ 19,500.00
18	0666-6312	REFL PAV MRK TYI (Y) 4" (BRK) (100 MIL)	15000	LF	\$ 0.80	\$ 12,000.00
19	0666-6126	REFL PAV MRK TYI (Y) 4" (SLD) (100 MIL)	25000	LF	\$ 1.00	\$ 25,000.00
20	0666-6021	REFL PAV MRK TYI (W) 6" (SLD) (100 MIL)	8000	LF	\$ 1.50	\$ 12,000.00
21	0666-6036	REFL PAV MRK TYI (W) 8" (SLD) (100 MIL)	8000	LF	\$ 2.00	\$ 16,000.00
22	0666-6054	REFL PAV MRK TYI (W) (ARROW) (100 MIL)	40	EA	\$ 403.00	\$ 16,120.00
23	0666-6078	REFL PAV MRK TYI (W) (WORD) (100 MIL)	40	EA	\$ 456.00	\$ 18,240.00
24	0666-6105	REFL PAV MRK TYI (W) (BIKE ARW) (100 MIL)	30	EA	\$ 326.00	\$ 9,780.00
25	0666-6111	REFL PAV MRK TYI (W) (BIKE SYML) (100 MIL)	30	EA	\$ 408.00	\$ 12,240.00
<b>TOTAL:</b>					\$	398,080.00

TOTAL BID PRICE (WORDS): **Three hundred ninety eight thousand eighty dollars**

- 1) Fully recognizes the time required for the completion of each Project will be set by Work Order, and is taking into consideration all factors including, but not limited to, the character of work involved in this Contract, the nature of the Project sites, the potential for weather-related impacts on the construction schedule, and market conditions related to materials and equipment to be used in each Project.
- 2) Has examined, read, and understands the Contract Documents;
- 3) Is familiar with the requirements of the Contract regarding individual Project areas and sites, and all local, state, and federal laws and regulations that in any manner may affect cost, progress, or performance of the work;
- 4) Has reviewed the Project Work Order form and understands the process by which individual Projects will be assigned by the Owner;
- 5) Has made and studied the results of examinations, investigations, and tests of subsurface and latent physical conditions which may affect the cost, progress, or performance of the work that the bidder considers necessary to assure construction of each Project at the contract price within the contract time and in accordance with the Contract Documents, and no additional examinations, investigations, tests, reports, or similar information will be required by the bidder for these purposes;
- 5) Has reviewed all information in the Contract Documents with respect to existing underground facilities at or near the Project site(s), and the bidder assumes responsibility for the exact nature and location of these underground facilities; and no additional examinations, investigations, tests, reports, or similar information will be required by the bidder in order to construct the Project(s) as assigned by individual Work Order at the contract price within the contract time and in accordance with the Contract Documents, including Section 3.04 of the General Conditions;
- 6) Has correlated the results of all such observations, examinations, investigations, tests, reports, and studies with the terms and conditions of the Contract Documents; and
- 7) Has given the Owner written notice of all conflicts, omissions, errors, or discrepancies discovered in the contract documents and the written response or resolution of the issue by Owner is acceptable to the bidder.
- 8) 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.
- 9) Is familiar with the statutory obligation to provide workers' compensation insurance coverage for all employees engaged in work on the Project, and that, if awarded the contract, the bidder will ensure that this coverage is maintained in full force and effect for all of its employees and for all employees of subcontractors engaged in work on this Project, and will provide certificates of insurance for all coverages to the Owner.
- 10) Certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final.
- 11) Acknowledges that time is of the essence and that the Owner will be damaged if the Project is not completed on time in accordance with the Contract Documents.

The bidder acknowledges receipt of the following addenda:

Addenda No. 1	Addenda No. 2
Addenda No.	Addenda No.



Bidder encloses with this bid, the (1) Bid Bond and (2) the Statement of Bidder's Qualifications, (3) the Subcontractor List, (4) House Bill 89 Verification, and (4) a copy of any addenda, if applicable.

☒ 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 bid non-responsive.**

D.I.J. Construction, Inc.

Printed Name of Bidder

By: 

Signature

March 27, 2025

Date

Tim D. Jarma Vice President / Estimator

Printed Name / Title

Mailing Address:

P.O. Box 1609

Street

Bertram TX 78605

City, State, Zip Code

512-355-2766

Telephone

tim@dijsconstruction.com

Email Address

Attestation:

(AFFIX SEAL AND ATTESTATION IF CORPORATION)



Signature

Robin Guenter / Secretary

Printed Name / Title



**BID BOND**

KNOW ALL BY THESE PRESENTS, That we, D.I.J. Construction, Inc.

\_\_\_\_\_ of Bertram, TX

(hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto City of San Marcos

(hereinafter called the Oblgee) in the penal sum of 5% Maximum Amount of Bid-----

\_\_\_\_\_ Dollars (5% MAB-----)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Oblgee on a contract for Street Striping IDIQ

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Oblgee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 27th day of March, 2025.

Candice Smith

Witness

D.I.J. Construction, Inc.

(Seal)

{ [Signature] VP/ESTIMATOR  
Principal  
Title

Helen V. Perez

Helen V. Perez

Witness

Liberty Mutual Insurance Company

{ By [Signature]  
Jennifer J. Biehle Attorney-in-Fact



## POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8213253-974127**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jennifer J Biehle; Gary A. Nitsche; Kenneth Nitsche; Robert James Nitsche; Robert K. Nitsche; Craig Parker; Nina Smith

all of the city of Giddings state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of March, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 3rd day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

#### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

#### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 27th day of March, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary





Figure: 28 TAC § 1.601(a)(2)(B)

### **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Liberty Mutual Insurance Company

To get information or file a complaint with your insurance company or HMO:

**Call:** Liberty Mutual Surety Claims **at** 206-473-6210

Online: [www.LibertyMutualSuretyClaims.com](http://www.LibertyMutualSuretyClaims.com)

Email: [HOSCL@libertymutual.com](mailto:HOSCL@libertymutual.com)

Mail: P.O. Box 34526 Seattle, WA 98124

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

### **¿Tiene una queja o necesita ayuda?**

Si tiene, un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Liberty Mutual Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:



**Llame a:** Liberty Mutual Surety Claims

**al** 206-473-6210

En línea: [www.LibertyMutualSuretyClaims.com](http://www.LibertyMutualSuretyClaims.com)

Correo electrónico: [HOSCL@libertymutual.com](mailto:HOSCL@libertymutual.com)

Dirección postal: P.O. Box 34526      Seattle, WA 98124

**El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

### Statement of Bidder's Qualifications and Assurances

Provide responses that are clear and comprehensive. Attach any additional information provided on ~~separate sheets~~. This statement must be notarized.

Name of Company:	D.I.J. Construction, Inc
Primary/Principal Office Address:	P.O. Box 1609 Bertram TX 78605
Telephone Number:	512-355-2766
Email Address:	tim@dijsconstruction.com
DUNS Number (if applicable):	10-856-1077
Company has been in business under present name since:	1983

Form of Ownership (check one):

- ☒ Corporation: State Incorporated/Registered TX / Date Incorporated/Registered 11/1983  
☐ LLC  
☐ Joint Venture  
☐ Partnership: If Partnership, select one of the following: ☐ Limited OR ☐ General  
☐ Individual

#### **All Questions Must be Answered**

1. Provide former names of the company with dates of operation for each:

N/A

2. Describe general character of work performed by your company:

Pavement markings and seal coat

3. Has your company failed to complete, defaulted, or terminated on a project?

☐ Yes ☒ No. If yes, give project name and location, owner and engineer names, and explanation:

4. Has your company been convicted of a criminal offense committed in the United States involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official(s)? If so, did the conviction occur within three (3) years immediately preceding the date of the submission of your bid, this Statement of Bidder's Qualifications, or the date identified as the contract award date in the Invitation for Bid? ☐ Yes ☒ No If yes, explain:

5. Is your company involved in a pending investigation(s) or criminal prosecution of a criminal offense alleged to have been committed in the United States involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official? ☐ Yes ☒ No If yes, explain:

6. Does your company have previous final judgments filed against it by the Owner (City of San Marcos) for breach of contract, fraud, misrepresentation, or conversion? ☐ Yes ☒ No

7. Has your company refused to execute a contract with the Owner (City of San Marcos) following an award of the contract by the San Marcos City Council? ☐ Yes ☒ No

8. Has your company violated the anti-lobbying provisions of a current or previous contract by contacting a member of the San Marcos City Council prior to award of the contract?

☐ Yes ☒ No If yes, explain:

9. Does your company have any involvement in prior, pending, or threatened claims or litigation alleging 1) fraud, misrepresentation, or conversion; 2) non-compliance by your company with any obligations under any current contract or previous contract within the last five (5) years, including completion and acceptance, remaining on schedule, and cooperation with the Owner (City of San Marcos); or 3) any error or omission by your company in performing services under any current contract or previous contract within the last five (5) years; and/or 4) non-payment to subcontractors and material suppliers? ☐ Yes ☒ No.

If yes to any of the above, provide project name and location, project owner and project engineer names, and explanation of the nature, status, and/or outcome of such claim or litigation (attach additional pages if necessary).

10. Does your company certify that it will complete the work involved in this Project with no less than fifty percent (50%) of its own forces and no more than the remaining fifty percent (50%) with subcontractors. ☒ Yes ☐ No If no, explain

11. Has your company or any of your subcontractors ever failed to take corrective action on items of work under warranty during the warranty period? ☐ Yes ☒ No If yes, provide project name and location, project owner and project engineer, and explanation of the nature, status, and/or outcome of the warranty issue (attach additional pages if necessary).

12. Has your company or any of your subcontractors been cited for safety violations on any project within the last five (5) years? ☐ Yes ☒ No If yes, provide project name and location, project owner and project engineer, and explanation of the nature, status, and/or outcome of the safety issue. (Attach additional pages if necessary).

13. By signature below, your company certifies that it will keep a full-time superintendent/manager assigned to this Project who is experienced in construction of similar size scope and scale of this contract or greater, and that this superintendent/manager has sufficient knowledge, skills, and experience in substantially similar Project work.



Note: The Project Superintendent/Manager will be available while work is being performed and this designee will not be changed during the Project except for causes beyond the Contractor's control, as approved by the Owner (City of San Marcos).

14. By signature below, your company certifies that it can meet the insurance requirements and provide Certificates of Insurance as specified in the General and Supplemental Conditions of this Contract.

15. Has your company failed to remit sales tax, property tax, or utility payments to the City of San Marcos in a timely manner? ☐ Yes ☒ No

Does your company certify that it is not in arrears in the payment of any obligations to the City of San Marcos, including, without limitation, property or sales taxes, fees, or utility fees?

☒ Yes ☐ No If no, explain:

16. To be considered qualified for the scope of work in this Contract, your company must have completed the following:

Three (3) projects of a substantially similar character involving Roadway Striping with a cost in excess of \$50,000 for a public entity in the last 3 years. List ALL projects of a substantially similar character involving Roadway Striping with a cost in excess of \$50,000 that your company has completed as a prime contractor or subcontractor within the last 3 years.

You may attach your own list if it contains all information.

Project Name	Owner Name / Telephone Number	Engineer Name / Telephone Number	Completion Date
Brazos US190 0049-09-095	TxDOT 979-778-2165	Charlie Reed 2165	12/31/2024
2024 Pavement Markings	City of Bryan 979-209-5500	Zach Kennard	2/28/2025
2024 Roadway Striping	City of San Angelo 325-657-4377	Dustin Hohensee	8/20/24

17. List **ALL** project experience as the prime contractor or subcontractor on projects with the City of San Marcos as the Owner within the last five (5) years. Give project name, Engineer name and telephone numbers, project status, and whether the project is on schedule. You may attach your own list if it contains all of this information.

Project Name	Engineer Name / Telephone Number	Scheduled Completion Date	Estimated Completion Date	Project Status
Transportation Way (sub)	N/A	4/18/2024	4/18/24	complete
McCarty Commons Signal (sub)	N/A	2/8/2022	2/8/22	complete

18. List **ALL** projects with a cost in excess of \$30,000.00 that your company is presently constructing as a prime contractor or subcontractor. Give project name and location, project owner and project Engineer with corresponding telephone numbers, project status, and whether the

project is on schedule. You may attach your own list if it contains all of this information.

Project Name	Owner/Engineer Name and Telephone Number	Scheduled Completion Date	Estimated Completion Date	Project Status
CLMC885 City of Austin	Kati Christensen 512-974-3933	March 2025	August 2025	Contract adds extended time.
Annual Roadway Striping Hays	County Tim Vande Vorde 512-393-7390	May 2021	May 2025	Owner exercising contract extensions.

19. List the name, position, residence address, background, and experience of each principal member of your firm, including the officers:

Daniel Floyd CEO 2336 CR 252 Bertram TX 78605 42 years road construction

20. List banking references, including contact name and title, address, and telephone number:

R Bank 360 E State Hwy 29 Bertram TX 78605 844- 722-6589

21. Will you provide a detailed financial statement and furnish any other pertinent information that may be required by the City of San Marcos, Texas? ☒ Yes ☐ No If no, explain:

22. Complete "Part A" if you are a non-resident bidder (your company's principal place of business is not in Texas). Failure to do so may disqualify your bid.

A. \_\_\_\_\_ Our company is a non-resident bidder. Principal place of business is:  
State of \_\_\_\_\_

Check one of the following:

1. \_\_\_\_\_ Non-resident bidders in the state of our principal place of business are required to bid \_\_\_\_\_% lower than resident bidders by state law. A copy of the statute is attached.
2. \_\_\_\_\_ Non-resident bidders in the state of our principal place of business are not required to underbid resident bidders to secure contract awards.

Complete "Part B" if a resident bidder:

B. ☒ Our principal place of business or corporate offices are in the State of Texas.

23. Non-Collusion Certification: By signing below as an authorized signer, the Bidder certifies that ALL items below are true and correct concerning its bid.

- 1) You are fully informed of the contents of the bid and the circumstances of its preparation.
- 2) Your bid is genuine and is not a collusive or sham bid.
- 3) Neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other bidder, firm, or person to submit a collusive or sham bid, or to refrain from bidding, or sought by communication or conference with any other bidder, firm, or person to fix the prices, overhead, profit, or any cost element in your



bid or in any other bid, or to secure through any collusion, conspiracy, or agreement any advantage against the City of San Marcos or any other bidder.

- 4) The prices quoted in your bid are fair and proper and are not affected by any collusion, conspiracy, connivance, or unlawful agreement on the part of your company or anyone acting on its behalf.

24. Prohibition on contracts with companies that boycott Israel. Chapter 2270 and 808, *Texas Government Code* restricts the City from contracting with companies that boycott Israel. By signing below and submission of the HB89 Verification form, the Bidder certifies that it does not boycott Israel and will not during the term of this contract. Failure to maintain the requirements under this provision will be considered a material breach.

25. Prohibition on contracts with companies that do business with Iran, Sudan, or a foreign terrorist organization. Section 2252 of the *Texas Government Code* restricts the City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. By signing below as an authorized signer, the Bidder certifies that it does not do business with Iran, Sudan, or a foreign terrorist organization. Failure to maintain the requirements under this provision will be considered a material breach.

26. Prohibition on contracts with certain foreign-owned companies. Section 2274 of the *Texas Government Code* (SB2116) restricts the City from contracting with companies that do business with certain foreign-owned companies in connection with critical infrastructure if the company is granted direct or remote access; and if the company is owned by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a “designated country”, or headquartered in China, Iran, North Korea, Russia, or a designated country. Designated country is Governor-designated country as a threat to critical infrastructure. By signing below as an authorized signer, the Bidder hereby certifies that it does not do business with certain foreign-owned companies in connection with critical infrastructure as described herein. Failure to maintain the requirements under this provision will be considered a material breach.

27. Prohibition on contracts with companies that discriminate against firearm and ammunition industries. Section 2274 of the *Texas Government Code* (SB19) restricts the City from contracting with companies that discriminate against firearm and ammunition industries. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate against the same during the term of this contract. (Only applies to companies with 10 or more full-time employees and for a contract value greater than \$100,000.) Failure to maintain the requirements under this provision will be considered a material breach.

28. Prohibition on contracts with companies boycotting Certain Energy Companies. Section 2274 of the *Texas Government Code* (SB13) restricts the City from contracting with companies that boycott energy companies. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive boycotting energy companies, and will not discriminate against the same during the term of this contract. (Only applies to companies with 10 or more full-time employees and for a contract value greater than \$100,000.) Failure to maintain the requirements under this provision will be considered a material breach.



I authorize and request any person or firm to furnish any information requested by the City of San Marcos, TX to verify the information contained in this Statement of Bidder's Qualifications.

By: \_\_\_\_\_

Signature of Authorized Representative

Tim D. Jarma Vice President / Estimator

Printed Name/Title of Authorized Representative

D.I.J. Construction, Inc

Name of Business

March 25, 2025

Date

State of Texas

County of Burnet

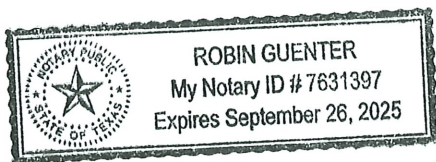
Robin Guenter, being duly sworn, deposes and says that they are Secretary  
of D.I.J. Construction, Inc and that all of the information and responses contained in this Statement  
of Bidder's Qualifications are true and correct.

Subscribed and sworn to before me on March 25, 2025

Robin Guenter

NOTARY STAMP

Notary Public, State of Texas



### Subcontractors List

I, the undersigned Bidder, intend to utilize the following subcontractors on this Project:

Type/Trade	Contractor Name	Address	Phone	Email
	N / A			

I agree that I, the Bidder, will not substitute subcontractors without the written approval of the Owner.

Bidder/Contractor:

By:   
Signature of Authorized Representative

Date: March 27, 2025

Tim D. Jarma

Printed Name of Representative

Vice President / Estimator

Title of Representative

D.I.J. Construction, Inc.

Name of Business

# HOUSE BILL 89 VERIFICATION

(This affidavit must be completed and submitted with bid/proposal.)

**Pursuant to Sections 2271.001, 2271.002, 808.001, Texas Government Code:**

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

As the undersigned legal representative of D.I.J. Construction, Inc,  
(Business Name)

after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract City of San Marcos, Texas.

  
(Business Representative Signature)

March 25, 2025

(Date)

Vice President / Estimator

(Title)

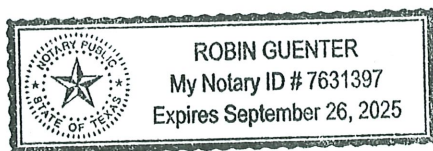
STATE OF Texas §

COUNTY OF Burnet §

On this day, BEFORE ME, Tim D. Jarma personally appeared and personally-known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 day of March, 20 25.

[SEAL]





NOTARY PUBLIC in and for the  
State of Texas



# 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.

## OFFICE USE ONLY

Date Received

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

D.I.J. Construction, Inc.

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.

N / A

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.

N / A

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

March 27, 2025

Date