

\$5.00

REQUEST FOR PROPOSAL CITY OF SAN ANGELO

Fire Department Vehicle Maintenance Service

RFP SUBMITTAL DEADLINE
June 23, 2015, 2:00 P.M. Local Time

RFP No.: FD-01-15



City of San Angelo
72 West College Avenue
San Angelo, Texas 76903

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INTRODUCTION

The City of San Angelo is seeking established qualified companies specializing in the repair and preventative maintenance (PM) of 12 Fire Engines, 2 Aerial units, 2 Rescue units, 2 ARFF units and 12 Ambulances.

Disqualification

Disqualification may occur for any of the following reasons:

- The respondent is involved in any litigation against the City of San Angelo;
- The respondent is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The respondent is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

Confidentiality

All proposals submitted shall remain confidential. After award, proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

Document Availability

Proposals documents are available and may be examined without charge in the Purchasing Department, Suite 330, City Hall, San Angelo, Texas. The Request for Proposal is also available at <http://www.cosatx.us>. The proposal documents may be found by following the links:

- City Departments
- Purchasing
- Bid Information
- Bid Opportunities > RFP: FD-01-15

A copy of the documents may be bought in the Purchasing Department for \$5.00 – no partial sets will be sold.

Digital Format

If Respondent obtained the proposal specifications in digital format in order to prepare a proposal, the proposal must be submitted in hard copy according to the instructions contained in this package. If, in its response, Respondent makes any changes whatsoever to the published specifications, the specification as published shall control. Furthermore, if an alteration of any kind to the specifications is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

Proposal/Interpretation

All questions about the meaning or intent of the Contract Documents, including specifications shall be submitted to the Purchasing Division in writing at sapurch@cosatx.us. Replies will be issued by Addenda uploaded to the City's website. Questions received less than seven (7) days prior to the date for opening of Proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

Restrictions on Communication

- A. Respondents should not communicate with: 1) elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Conversations with the current contract, if applicable;
2. Private (non-business) contacts with the City by the Proposer’s employees acting in their personal capacity;
3. Casual social contacts that do not include mention of this specific RFP;
4. Respondents may submit written questions concerning this RFP to the Staff Contact listed below at least seven (7) days prior to submission deadline. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Julia Antilley, Purchasing Manager
sapurch@cosatx.us

Please ensure the RFP Number and Title is in the Subject Line.

Questions submitted and the City’s responses will be posted in the form of an Addendum to the City’s web site at www.cosatx.us. Respondent is responsible for calling the City to determine if any addendums have been issued prior to their submittal.

5. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
6. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date.
7. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons, shall not be considered a violation by Respondent of this section.

Addendums

Should any changes to the proposal documents, specifications, etc., be required, an addendum will be posted on the City’s website. Respondents are responsible checking the website or calling the Purchasing Division prior to submitting the proposal for consideration.

Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

Award of Contract

The term of the agreement the City intends to award shall be for a period of one (1) year and an option to renew for two (2) one (1)-year terms. Proposals may be submitted by Contractor(s), and thus, awarded by the City, in part or entirety. The City reserves the right to contract a primary and/or secondary Contractor(s) concurrently or multiple vendors concurrently. For purposes of this RFP, it is assumed and expected by the City that if multiple vendors are awarded agreements, each will perform its own contracted and/or agreed upon duties/functions in a cooperative and straightforward manner. No malicious or negligent activities will be tolerated by the City and shall be grounds for termination of any contract/agreement the City enters into.

The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process. The City is an equal opportunity employer.

Acceptance of Proposal Content

Before submitting a proposal, each Respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the proposal will rely. If the Respondent receives an offer because of its proposal, failure to have made such investigation and examinations will in no way relieve the Respondent from its obligation to comply in every detail with all provisions and requirements.

Equal Employment Opportunity

Attention of Respondents to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color religion, sex, national origin, age, or disability.

Proposal Term

Proposal shall be in effect for at least 180 days from the submission date.

Points of Contact**Julia Antilley, Purchasing Manager**

City of San Angelo
72 West College Avenue, Suite 330
San Angelo, Texas 76903
sapurch@cosatx.us
(325) 657-4220

Vernon Hancock, Assistant Chief

Fire Department
City of San Angelo
306 West 1st
San Angelo, Texas 76903

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

DEADLINE AND DELIVERY LOCATION

Deadline

Sealed submittals must be received and time stamped by **June 23, 2015, 2:00 P.M.**, Local Time. The clock located in Purchasing will be the official time.

Faxed or electronically transmitted RFP submittals will not be accepted

It is the sole responsibility of the respondent to ensure that the sealed RFP submittal arrives at the above location by specified deadline regardless of method chosen by the respondent for delivery.

Copies

Please submit one (1) bound original, five (5) unbound copies and one (1) copy in PDF format on a USB flash drive of all proposal documents.

Sealed Container Addressing

- Lower Left Hand Corner: *"RFP: FD-01-15/Vehicle Maintenance Service"*
- Top Left Hand Corner: *Enter your company name and address.*

Delivery Addresses

USPS: Purchasing Department
RFP: FD-01-15/Vehicle Maintenance Service
City of San Angelo
72 West College Avenue
San Angelo, Texas 76903

Delivery Services (FedEx, UPS, etc): Purchasing Department
RFP: FD-01-15/Vehicle Maintenance Service
City of San Angelo
72 West College Avenue, Suite 330
San Angelo, Texas 76903

Please ensure the delivery envelope/container is marked, "RFP Enclosed".

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SCOPE OF SERVICES REQUESTED

General Specifications

It is the intent of this RFP to establish one or more contracts with qualified, responsible and reliable Contractors. It is anticipated that there may be more than one contract awarded for each service/unit. Selected contractors shall provide the Fire Department with professional fire apparatus mechanics that are both factory trained and nationally certified. Performance Standards and Reporting Requirements are major factors in the evaluation of all proposals submitted, as time is of the essence when repairing City vehicles and equipment. Contractor(s) must state in their respective proposals the capability of implementing and executing the measurable requirements of their operations within the scope of this RFP.

General Service and Requirements

1. Provider will assist the Fire Department in maintenance of warranty coverage.
2. Provider shall supply all inspection forms and maintenance forms.
3. Provider shall provide a full vehicle maintenance/inspection report on each vehicle for the life of the Agreement.
4. Provider shall provide detailed documentation to City staff at the time of each repair/inspection
5. Provider shall provide all annual or when service intervals have been reached per manufacturer's specifications, including aerial ladder testing.
6. Vendor shall provide all of their own test equipment and tools necessary to perform their required tasks.
7. Provider shall be responsible for the disposal of all fluids, hazardous material, etc, as required by local, state and federal law.
8. As a result of Preventative Maintenance Service, Provider may make recommendations for repair service. Provider shall support its recommendations for repair service by using diagnostic statistics, accepted performance standards, vehicle history records, mileage, etc. Provider shall obtain prior authorization before commencing any work that is a result of Preventative Maintenance Service. All repair service will be scheduled by City.

Inventory

Reflected below is the current inventory of fire department vehicles to be serviced:

TYPE	UNIT ID	ASSET#	MILEAGE	YEAR-MAKE-MODEL
ALS MEDICAL UNIT	M1	22457	52464	2012 Chevrolet 3500
	M2	22571	20573	2014 Chevrolet 3500
	M3	22242	65549	2009 Dodge 3500
	M4	11968	77908	2007 Ford F 350
	M5	22327	78694	2011 Dodge 3500
	M6	22545	13290	2014 Chevrolet 3500

TYPE	UNIT ID	ASSET#	MILEAGE	YEAR-MAKE-MODEL
	M7	22597	10752	2014 Chevrolet 3500
	M8	22069	84464	Ford F 350
	M9	22210	73870	2009 Dodge 3500
	M10	22544	25019	2014 Chevrolet 3500
	M11	22328	73846	2011 Dodge 3500
	M12	22458	60107	2012 Chevrolet 3500
ARFF	TRUCK1	11745	14820	2003 Oshkosh Striker
	TRUCK2	5016	15919	1992 Oshkosh P-19
BRUSH TRUCK	BRUSH	11553	4163	2001 Ford 550
ENGINE OR PUMPER	E2	11678	58235	2002 Pierce Enforcer
	E3	22077	39806	2008 Pierce Velocity
	E4	10340	109998	1992 Pierce
ENGINE OR PUMPER	E5	22076	49665	2008 Pierce Velocity
	E6	22587	3806	2014 Ferrara Inferno
	E7	11841	75885	2004 Pierce Enforcer
	E8	11963	50520	2006 Pierce Enforcer
	RP23	9059	57861	1991 Pierce
ENGINE OR PUMPER	RP24	8074	99952	1989 Pierce
	RP25	7817	90893	1989 Pierce
	RP27	11107	88781	1995 KME
RESCUE UNIT	Rescue 5	11477	82044	1999 Freightliner
	Rescue 1	22299	30243	2009 Ferrara
TRUCK OR AERIAL	L7	11140	44627	1995 Sutphen
	L1	22345	22406	2010 Ferrara
	L1 platform	22345L	183.6 hrs	2010 Ferrara 100"

Proposed Contract Terms

The contract shall be for a term of one year and an option to renew for two - one year terms with up to a 3% increase annually, if agreeable to both parties. Vendor must provide written evidence of cost increases.

Cancellation Agreement

The City of San Angelo reserves the right to cancel this contract without cause by giving five (5) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of San Angelo.

In addition to all other legal remedies available to the City of San Angelo, the City of San Angelo reserves the right to cancel and obtain from another source, any items which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by the City of San Angelo.

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INSURANCE REQUIREMENTS

The following insurance requirements are an example of the City's typical insurance requirements. The final requirements will be completed during the negotiations process. For more specific information, please contact **Marion McMinn, Risk Manager at (325) 657-4359.**

1.0 INDEMNIFICATION:

1.1 GENERAL INDEMNIFICATION. PROVIDER AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM A
ND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF PROVIDER OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF PROVIDER, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF PROVIDER AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS AGREEMENT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY PROVIDER HEREUNDER. NOTHING HEREIN SHALL REQUIRE EITHER PARTY TO THIS AGREEMENT TO INDEMNIFY, DEFEND, OR HOLD HARMLESS THE OTHER FOR THE PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

1.2 PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS AGREEMENT SHALL SURVIVE THE EXPIRATION OF THIS AGREEMENT AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS AGREEMENT BUT THEREAFTER SO LONG AS ANY LIABILITY COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF PROVIDER IN PERFORMING UNDER THIS AGREEMENT.

1.3 RETROACTIVE APPLICATION. THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT SHALL EXTEND NOT ONLY TO CLAIMS AND ASSESSMENTS OCCURRING DURING THE TERM OF THIS AGREEMENT BUT RETROACTIVELY TO CLAIMS AND ASSESSMENTS WHICH MAY HAVE OCCURRED DURING THE TERM OF PREVIOUS AGREEMENTS BETWEEN CITY AND PROVIDER.

2.0 INSURANCE

2.1 GENERAL CONDITIONS. The following conditions shall apply to all insurance policies obtained by Provider for the purpose of complying with this Agreement.

2.1.2 Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

2.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Provider, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

2.1.3 WAIVER OF SUBROGATION. PROVIDER SHALL REQUIRE ITS INSURANCE CARRIER(S), WITH RESPECT TO ALL INSURANCE POLICIES, TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES.

2.1.4 Certificates of Insurance. At or before the time of execution of this Agreement, Provider shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, Provider and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations, or alterations shall be furnished to City's Risk Manager at City Hall, 106 South Chadbourne or P.O. Box 1751, San Angelo, Texas 76903.

2.1.5 Provider's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Provider's liability or as a full performance on its part of the indemnification provisions of this Agreement. Provider's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury, or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Provider to maintain adequate coverage shall not relieve Provider of any contractual responsibility or obligation.

2.1.6 Subcontractors' Insurance. Provider shall cause each Subcontractor and Sub-Sub-Contractor of Provider to purchase and maintain insurance of the types and in the amounts specified below. Provider shall require Subcontractors and Sub-subcontractors to furnish copies of certificates of insurance to City's Risk Manager evidencing coverage for each Subcontractor and Sub-subcontractor.

2.2 TYPES AND AMOUNTS OF INSURANCE REQUIRED. Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider's sole expense, insurance coverage as follows with limits not less than those set forth below:

2.2.1 Commercial General Liability. This policy shall be a occurrence-type policy and shall protect the Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Provider's employees) and damage to property of the City or others arising out of the act or omission of the Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Providers (to remain in force for two years after final payment). Coverage shall not be less than:

\$ 500,000.00	General Aggregate
\$ 500,000.00	Products- Completed Operations
\$ 500,000.00	Personal & Advertising Injury
\$ 500,000.00	Each Occurrence
\$ 50,000.00	Fire Damage (any one fire)

2.2.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall not be less than:

\$ 500,000.00	Each Accident Limit
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2.2.3 Workers' Compensation and Employer's Liability. If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Provider against all claims under applicable state workers' compensation laws and employer's liability. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$ 500,000.00	Employer's Liability, Each Accident
\$ 500,000.00	Employer's Liability, Disease - Each Employee
\$ 500,000.00	Employer's Liability, Disease - Policy Limit

The foregoing requirement will not be applicable if, and so long as, Provider qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Texas and furnishes evidence of such qualification to City in accordance with the notice provisions of this Agreement.

If Provider uses contract labor, Provider shall require its subcontractor to maintain the above referenced coverage and furnish copies of certificates of insurance as required herein.

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PROPOSAL FORMAT

Proposals shall be submitted in the following format with each element requested and/or form furnished as specified to facilitate evaluation of the proposals. The detailed requirements in this RFP are **mandatory**.

Proposers are required to submit a complete RFP that satisfies all requirements. Each RFP is required to address, with a written response, each requirement in all sections of the RFP and in the same format and sequence as the details presented herein. To facilitate evaluation, all submittals must be submitted in the uniform format. All submittals **must** follow the prescribed format and shall include completed forms which are attached to this RFP. Failure to follow the required format or complete the required forms may result in submittals being rejected and removed from consideration.

City of San Angelo will not participate in any cost the Respondent may incur in the preparation and submission of a proposal. The City will not be liable in any manner with regard to this RFP and the Respondent's response to it.

FAILURE TO ADHERE TO THE REQUIRED FORMAT MAY BE CAUSE FOR REJECTION OF PROPOSAL.

Proposal Format Instructions

Proposal should be submitted in a three-ring binder or report cover and tabbed.

Please submit one (1) bound original, five (5) unbound copies and one (1) copy in PDF format on USB flash drive of all proposal documents, including questionnaire.

Each response should be organized in a fashion as outlined below with sections labeled (not numbered):

- Tab 1 Table of Contents
- Tab 2 Executive Summary (no longer than 2 pages, No smaller than Arial 9-point font)
- Tab 3 Completed RFP Letter Of Interest and IRS W-9 Form
- Tab 4 Completed Addendum Acknowledgement, Conflict Of Interest form (if applicable) Certifications Form, Debarment & Suspension Certificate, Vendor Contact Information
- Tab 5 List of References
- Tab 6 Example of your standard contract
- Tab 7 Rate/Fee Schedule
- Tab 8 List of Preventative Maintenances Services available by vehicle type, including a description of services and proposed fees
- Tab 9 List of AERIAL Preventative Maintenances Services/inspections available, a description of those services and proposed fees
- Tab 10 List of item-specific repairs, with a predetermined rate, a description of those services and fees

Tab 11 Provide information about what Aircraft Rescue and Fire Fighting (ARFF) equipment services you provide and associated fees



SELECTION PROCESS

Selection Committee

All submittals shall be evaluated by a selection committee and those applicants selected for the short list may be invited to attend an interview, at the applicants own expense.

- A.** The selection committee will consist of the following individuals:
 - 1. Scott Farris, Assistant Chief of Operations, SAFD
 - 2. Vernon Hancock, Assistant Chief of Administration, SAFD
 - 3. Brian Dunn, Fire Chief, SAFD
 - 4. Wade Millsap, Captain
- B.** The selection committee will evaluate all proposals that are submitted. Selection ratings will be based on 100-point scale. Ranking will be as reflected below:

Criteria

The selection committee shall evaluate all proposals that are submitted. Selection ratings will be based on 100 point scale. Ranking will be as reflected below:

Price	35Points
Availability to Perform Repairs in a Timely Manner	25 Points
Ability to Perform the Work	30 Points
Thoroughness of Services Offered	05 Points
Pierce and Frazer Repair Authorization	05 Points

Respondents are advised that the City reserves the right to evaluate and rank the proposals without input from the respondents. Therefore, proposals should be complete as initially submitted. However, if you are selected for an interview, you will be expected to present not only your proposal, but also your approach.

Selection, Negotiations & Award

- A.** City staff shall make a recommendation to City Council of the selection of the most qualified respondent to enter into contract negotiations with the City.
- B.** The selected respondent shall enter into negotiations with the City for the services to be performed.
- C.** If satisfactory negotiations cannot be concluded, the City reserves the right to negotiate with the next highest-ranking respondent.
- D.** When services and fees are agreed upon, the selected respondent shall be offered a contract subject to City Council approval.
- E.** Should negotiations be unsuccessful, the City may enter into negotiations with the next, highest ranked respondent until an agreement for services and fees are reached. The City retains the right to end the process at any time.
- F.** This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the interviews. The City reserves the right to accept or reject all or part of proposals.

Attachments

1. Draft Service Agreement



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

SUBMISSION FORMS

- RFP Letter Of Interest with IRS W-9
- Addendum Acknowledgement
- Conflict Of Interest form
- Certifications form
- Debarment and Suspension Certificate
- List of References
- Rate/Fee Schedule

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Letter of Interest

The undersigned firm submits the following information in response to Request for Proposal (as amended by Addenda), issued by the City of San Angelo, Texas ("City").

- Respondent is responsible for calling the Purchasing Division or checking the City's website to determine if any addendums have been issued prior to submitting a proposal.
- Respondent also understands that the City is not bound to select any proposals for the final pre-qualified list and may reject any RFP submittal that the City receives.
- Respondent further understands that all costs and expenses incurred by it in preparing this RFP and participating in this process will be borne solely by the respondent, and that the RFP submittal materials will become the property of the City and will not be returned.
- Respondent agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFP and accepts all terms of the RFP submittal process by signing this letter of interest and making the RFP submittal.
- The respondent certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State departments or agencies.
- Respondent agrees that any offer submitted because of this RFP shall be binding on the Respondent for 120 calendar days following the specified opening date. Any proposal for which the respondent specifies a shorter acceptance period may be rejected.

This RFP shall be governed by and construed in all respects according to the laws of the State of Texas.

Company Name

Authorized Signature

Printed Name & Title

Address

City, State Zip Code

Date

ATTACH IRS FORM W-9

THIS FORM MUST BE RETURNED WITH THE PROPOSAL

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Addendum Acknowledgement

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____
Addendum No. 6 dated _____	Received _____

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

THIS FORM MUST BE RETURNED WITH THE PROPOSAL

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

NOTICE TO VENDORS

Disclosure of Certain Relationships

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete to comply with this law, are available at the Texas Ethics Commission website at <http://www.ethics.state.tx.us/whasnew/confliict forms.htm>.

A current list of City of San Angelo and City of San Angelo Development Corporations officers is available in the office of the City of San Angelo City Clerk's office located in Room 201 of City Hall or on the City's website at <http://sanangelotexas.org>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo no later than the seventh (7th) business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

A handwritten signature in blue ink, appearing to read "Julia Antilley".

Julia Antilley
Purchasing Manager

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

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

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised 8/6/14)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Vendors who submit bids/proposals), Local Government Officers are:

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

Councilmembers: Rodney Fleming, SMD 1
Marty Self, SMD 2
Johnny Silvas, SMD 3 and Mayor Pro-Tempore
Lucy Gonzales, SMD 4
Elizabeth Grindstaff, SMD5
Charlotte Farmer, SMD 6

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

Scott Tankersley, President
John Edward Bariou, Jr. - First Vice President
Tony Villarreal - Second Vice President
Daniel Anderson - Director
Richard Crisp - Director
Tommy Hiebert - Director
Juan Flores – Director

Executive Director: Roland Peña



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

CERTIFICATIONS
(Negotiated Contracts)

1. The RESPONDENT certifies to the best of its knowledge and belief, that it and its principals:
 - a) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated in paragraph (1) (b) of this certification:
 - c) Have not within a three-year period preceding this proposal had one or more public transactions. terminated for cause or default; and
 - d) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.
2. The RESPONDENT further certifies to the best of its knowledge and belief, that it (or its surety, parent, or subsidiary companies) and its principals:
 - a) Does not currently have any claims against or are not currently involved in any litigation with the City of San Angelo.
 - b) Is not indebted to the City of San Angelo.
3. Where the RESPONDENT **is unable to certify to any of the statements in this certification**, such RESPONDENT shall attach an explanation to this certification.

Typed or Printed Name of Certifying Official

Date

Signature of Certifying Official

Title

THIS FORM MUST BE RETURNED WITH THE PROPOSAL

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Debarment and Suspension Certification

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Company

Signature

Printed Name & Title

Address

City, State Zip Code

Date

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Debarment and Suspension Certification

INSTRUCTIONS

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective participant shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective participant agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Company Name _____

List of References

List at least three (3) references of similar scope and size giving company name, contact information, and term.

REFERENCE ONE

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

REFERENCE TWO

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

REFERENCE THREE

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

REFERENCE FOUR

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

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Rates/Fees Worksheet

Company Name _____

Line	Description	Proposed
1	Mobile Trip Charge	\$
Explain how charge is calculated:		
2	Regular Hourly Shop Rate	\$
Explain how rate is calculated:		
3	Overtime Shop Rate	\$
Explain how rate is calculated:		
4.	Overnight Stay Rate	\$
Explain how rate is calculated:		
5.	Parts Discount	%
Explain how discount is calculated:		
6.	Length of Warranty for Repairs	days
7.	Average repair time from receipt of vehicle to completion?	days
8.	Explain variances, if any	

Other Attachments Required

- A. Attach a list of Preventative Maintenance Services available by vehicle type, a description of those services and proposed fees.
- B. Attach a list of AERIAL Preventative Maintenance Services/inspections available, a description of those services and proposed fees.
- C. Attach a list of item-specific repairs, with a predetermined rate, a description of those services and fees.
- D. Provide information about what Aircraft Rescue and Fire Fighting (ARFF) equipment services you provide and associated fees.
- E. Provide a list of any other charges/fees that your company charges, not included in the lists above.

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