

\$5.00

CITY OF SAN ANGELO
REQUEST FOR BIDS
RFB No: AP-03-15

San Angelo Regional Airport
Baggage Handler Maintenance

Contract Documents
Specifications



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

SUBMITTAL DEADLINE
September 14, 2015 3:00 PM Local Time

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REQUEST FOR BID

Scope of Work

The work specified herein shall be the manufacturer's recommended preventative maintenance for inbound/outbound Baggage Handling System at 8534 Hangar Road, the San Angelo Regional Airport – Mathis Field. The existing system is BEUMER Glidepath. Work will be done overnight, four times per year: one annual maintenance, one semi-annual maintenance, and two quarterly maintenance calls.

The service technicians will be responsible for providing operational assistance and verifying preventative/corrective maintenance services are provided to ensure systems operate and are maintained efficiently and continuously. Specific duties are:

1. Coordinate site visits, reporting, and repairs with airport personnel
2. Report any anomalies in Baggage Handling System (BHS)
3. Thorough initial walkthrough and survey of systems upon arrival
4. Perform shutdown checklist and prestart checklist activities
5. Provide accurate and timely written reports of operational and maintenance issues
6. Monitoring of operations and performance while on site, including recommendations for improvements
7. Assist in providing refresh training to operational and maintenance personnel
8. Point of contact for safety and operational concerns of equipment
9. Monitoring of system performance, tracking and evaluation of KPI (Key Performance Indicators), suggest and implement improvements to the San Angelo Operations team during the annual visit
10. Preventative maintenance of the BHS and its associated components
11. Make adjustments as needed
12. Perform electromechanical surveys
13. Interpret throughput and fault data and suggest maintenance schedule/activity adjustments to airport operations
14. Report, in writing, all issues, including any safety issues, to the Residential Service Manager and Airport Operations Manager
15. Create strong, effective working links with the San Angelo Regional Airport operational staff, and stakeholders
16. Thorough cleaning of entire BHS system and sub systems on each visit
17. Comprehensive I/O check and point to point testing of BHS electrical systems
18. Electrical and Mechanical systems evaluation and scheduled preventative maintenance
19. Work with Airport to gain approval on any work out of scope of this Bid

Staffing

A minimum of two technicians should be on site for each of the four yearly scheduled services, with an anticipated three days minimum for annual maintenance and two days minimum for the remaining visits.

Technicians must have these skills at a minimum:

- Ability to pass all background checks and security screening per Airport requirements
- Knowledgeable and trained on Beumer Glidepath BHS
- Electro-mechanical skills
- Site specific fault finding processes
- PC skills
- Understand control systems
- Maintenance and Preventative Maintenance skills
- Knowledge of controls Human Machine Interface (HMI)
- Safety training
- Must be of high moral character, have integrity, and honest
- Leadership, interpersonal, and organizational skills
- Customer service focus
- Ability to clearly articulate issues and fixes to feed into written reports

For the purposes of this bid, assume the Airport will provide access to power and internet, parking, and temporary escort service while badging is finalized.

Escalation

Price must be firm for the first term. The Bidder must notify the City ninety (90) days prior to the end of each term to request a price escalation. A price increase shall at no time be more than what similar customers would pay (not to exceed 3%). The Bidder must provide cost analysis and/or other documentation to justify any increase.

The City Manager or his designee may approve a contract term extension without a price increase at his or her full discretion. The City Manager or his designee may approve a contract extension with an increase in price to the extent allowed by law if the increase can be justified in writing or by documentation from the Bidder/supplier to the satisfaction and discretion of the City Manager or his designee. If no agreement is reached, the City may re-bid the contract.

Term

This supply agreement will be for one (1) year effective from the Bid award date by the City Council. Four (4) additional one (1) year term extensions will be available subject to agreement by both parties. Terms will renew automatically unless 90 days written notice prior to the end of a term is given by either party for termination.

Document, Plans and Specifications Availability

Contract documents, including plans and specifications are available and may be examined without charge in the Purchasing Department, Suite 330, City Hall, San Angelo, Texas or downloaded at <http://cosatx.us> at no cost.

Bid documents, plans, and specifications may be obtained at the Purchasing Department, Suite 330, City Hall at no cost.

Digital Format

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

Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are included within the draft project agreement form included within this Bid package. Please read the bold note at the top of the first page of the draft project agreement form and review the insurance and indemnification requirements listed in Section 11 of that form with your insurance agent **prior** to submitting your Bid.

Delivery of Bid

Sealed Bids must be addressed to the Purchasing Department-RFB AP-03-15 and received by **3:00 P.M., Local Time, September 14, 2015**. The clock located in Purchasing will be the official time.

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

Faxed or electronically transmitted submittals will not be accepted

Mark Sealed Envelope: Sealed Bid Enclosed
RFB No. AP-03-15/ Baggage Handling Maintenance

USPS: City of San Angelo
Purchasing Department
RFB: AP-03-15
72 W. College Ave.
San Angelo, Texas 76903

Delivery Service: City of San Angelo
Purchasing Department
RFB: AP-03-15
72 W. College Ave., Suite 330
San Angelo, Texas 76903

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

Qualification Statement

Prospective Bidders should be advised that a qualification statement might be required by the City upon request.

Confidentiality

All Bids submitted shall remain confidential. After award and contract execution, Bids 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 Bid unless clearly identified as such.

Equal Opportunity Employers

All contractors and subcontractors must be Equal Opportunity Employers. Disadvantaged and Minority Bidders are encouraged to participate.

Points of Contact

Julia Antilley, Division Manager

Purchasing Division
City of San Angelo
72 West College Avenue
San Angelo Texas, 76903
(325) 657-4219
sapurch@cosatx.us

Mitch Sprunger, Airport Operations

San Angelo Regional Airport
City of San Angelo
8618 Terminal Circle, Suite-101
San Angelo, Texas 76904



1. INSTRUCTIONS

1.1. Restrictions on Communication

Bidders should not communicate with: 1) elected City officials and their staff regarding the RFB or Bids from the time the RFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFB 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 RFB and/or Bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's Bid from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Conversations with the current contract holder concerning operations;
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 RFB;
4. Bidders may submit written questions concerning this RFB to the Staff Contact Person listed below until seven (7) days prior to the 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 Division Manager
Email: sapurch@cosatx.us

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

Suppliers must submit their questions using the following format.

- Supplier's name, requester, and appropriate contact information
 - Clearly state the question
 - Include specific reference to the applicable Request for Bid section(s)
5. Questions, if answered, will be posted in the form of an Addendum to the City's website at www.cosatx.us. Bidder is responsible for calling the City to determine if any addendums have been issued prior to their submittal. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Addenda will be binding.

It is the Proposer's responsibility to ensure all addendums have been considered prior to submitting an offer. All addendums will be

6. Bidders 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, Bidders shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
7. Upon completion of the evaluation process, Bidders shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date.
8. The City reserves the right to accept or reject any or all Bids, and to waive any informalities or irregularities in the RFB process.

City reserves the right to contact any Bidder to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons, shall not be considered a violation by Bidder of this section.

1.2. Interpretations

All questions about the meaning or intent of this Request shall be submitted to the Purchasing Department in writing. Replies may be issued by Addenda. All addendums are posted on the City's website as they are issued. It is the Proposer's responsibility to ensure all addendums have been considered prior to submitting an offer.

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

1.3. Submission of Bid

Each Bid and accompanying data shall be enclosed in a sealed opaque envelope or wrapping, addressed to the City of San Angelo, Texas, marked BID ENCLOSED and identified on the outside with the Bidder's name and with the Bid number and/or title as stated in this *RFSB*. The City will not be responsible for the premature opening of any Bid which is not submitted in a satisfactory BID ENVELOPE or which is not properly addressed and identified.

If the Bid is sent by carrier (Fed Ex, UPS, etc.), the sealed envelope shall be enclosed in the carrier's packaging with the notation "BID ENCLOSED" on the face thereof.

Bids shall be delivered to the designated location prior to the time and date for receipt of Bids indicated in this *RFSB*, or the modified time and date indicated by Addendum. Bids received after the time and date for receipt of Bids will not be evaluated.

Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. No Bidder may submit more than one offer. Multiple Bids under different names will not be accepted from one firm or association.

Bids must show vendor name, address, and be manually signed. The person signing the bid must have authority to bind his firm in a contract. Any erasures or other changes must be initialed by the person signing the offer.

The Purchasing Division clock will be the official time for receiving Bids. Bids submitted after the bid submission deadline will not be opened.

1.4. Modifications – Corrections, Deletions or Additions

No phone, fax, or email changes to Bids will be accepted. Prices cannot be changed after Bids are opened. Corrections, deletions, or additions shall be submitted in writing and delivered in a sealed envelope prior to Bid opening.

The City reserves the right to consider any Bid "non-responsive" if the Base Bid pricing is determined to be unreasonable or irresponsible in relation to the other submitted Bids and/or the City's cost estimate.

1.5. Bid Form

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation shall be shown below the corporate name. Bids by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Bids by joint ventures shall be signed by each Bidder in the joint venture or by an authorized agent of each Bidder.

The names of all persons signing must also be legibly printed below the signature. A Bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principle may be held to be the Bid of the individual signing. When requested by the City, evidence of the authority of the person signing shall be furnished.

Bid forms must be completed in ink. All blank spaces in the Bid Form shall be filled. A Bid price shall be indicated for each item and alternative listed therein, or the words "No Bid", "No Charge", or other appropriate phrase shall be entered. Bids received without all such items completed may be considered nonresponsive.

The Bidder is not required to acknowledge receipt of Addenda but shall include all addenda in Bidder's response. No alterations in Bids or alterations made to the printed forms, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder. Failure to consider all Addenda's prior to submitting a Bid shall be at the risk of the Bidder.

1.6. Withdrawal of Bids

Bids may be modified or withdrawn by contacting the Purchasing Department and requesting withdrawal any time prior to opening of Bids. Notice must be in writing. Notices by email, fax, or phone will not be accepted. No Bid may be withdrawn within a period of 90 days after the fixed date for opening.

1.7. Rejection of Bids

The City reserves the right to reject any and all Bids, and does not bind himself to accept the lowest Bid or any Bid for this work or any part thereof and shall have the right to ask for new Bids for the whole or parts, should they desire to do so.

Bids will be rejected if:

- The Bid is not received by the Bid Opening Deadline.
- The Bid is not executed by a person authorized to enter into a contract for the company.
- The Bidder is debarred or suspended from working on federal or other government projects.
- The Bid Guarantee (Bid Bond) is not submitted or is not in the name of company submitting a Bid.

The City reserves the right to waive any or all informalities, and to reject nonconforming, non-responsive, or conditional Bids.

1.8. Award and Execution of Documents

If the Contract is awarded, it shall be awarded to the bidder whom, in the City's judgment, is the lowest responsive, responsible Bidder. City reserves the right to reject any or all Bids, to waive any or all informalities, and to reject nonconforming, non-responsive, or conditional bids.

The award of the bid, if it is awarded, will be to the lowest responsible Bidder whose qualifications indicate the award will be in the best interest of the City and the bid complies with all the prescribed requirements. In analyzing Bids, the City may take into consideration alternates and unit prices, if requested by the Bid forms.

Failure of the selected Bidder to deliver the required Contract Documents, including the required Bonds and insurance, within thirty (30) days of the Notice of Award to selected Bidder shall be just cause for the City to annul the award and declare the Bid and any guarantee thereof forfeited, not as a penalty, but as liquidation of damages to the City.

In evaluating Bids, the City shall consider the criteria for determining Lowest Responsible Bidder adopted by the City Council and included herein. In determining the lowest responsible bidder, the following criteria will be considered.

- Was the bid received within the time and date specified in the Request for Bid (RFB)?
- Was the bid executed by a person authorized to sign for the company?
- Was pricing provided as requested in the Request for Bids?
- Does the bid meet the minimum specifications?
- Does the bidder and bidder's subcontractors have adequate experience and technical experience to successfully fulfill the contract requirements?
- Did the bidder provide a list of references to include company or individual name, contact person, phone number?
- Did the bidder provide a list of projects of similar size and dollar amount as this project?
- What is the bidder's quality and performance on previous contracts?
- Is the bidder on the federal, state, or other debarment lists?
- Has the bidder been terminated from a project for non-compliance or substandard work?

- Does the bidder have the financial resources to provide the necessary equipment, materials, labor, etc., to successfully complete the project? Can the bidder provide a performance and payment bond in an amount equal to the total amount of the project?
- Does the bidder have a permanent place of business?
- Does the bidder have a satisfactory safety record?
- Does the bidder have adequate staff available to complete the project within the period specified?
- Can the bidder provide the required insurance coverages as specified?
- Does the bidder have a satisfactory work history with the City?
- Has the bidder or bidder's subcontractors been convicted of any criminal acts?

"Lowest Responsible Bidder" is defined as: one who submits the lowest bid and who has proven themselves capable of performing a contract and appears financially and technically capable of adequately performing the contract.

1.9. Bid/Bid Security

Each Bid must be accompanied by a Security Bond, Certified or Cashier's Check (on a solvent bank in the State of Texas), drawn to the order of the City in the sum of not less than five percent (5%) of the total amount of the Bid. The security bond must be executed by a surety meeting the requirements set forth in the General Conditions and in the name of the prime contractor. The bond shall be made payable without condition to the City of San Angelo, Texas.

1.10. Security Forfeiture

Failure of the selected Bidder to deliver the required Contract Documents, including the required Bonds and insurance, within thirty (30) days of the Notice of Award to the selected Bidder shall be just cause for the City to annul the award and declare the Bid and any guarantee thereof forfeited, not as a penalty, but as liquidation of damages to the City.

1.11. Return of Security

The security of the successful Bidder will be retained until he has executed the contract agreement and furnished the required Contract Security and insurance, whereupon checks furnished as bid security will be returned. The security of any Bidder whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the day after the required documents are delivered by the selected Bidder to the City but not to exceed 90 days after the Bid opening. Checks furnished as bid security by other Bidders will be returned within 60 days of the Bid opening.

1.12. Taxes and Permits

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against the City or the selected Bidder in connection with the Work shall be paid by the Bidder. The Bid prices shall include all such taxes and the costs of all required permits. The City is exempt from State Sales Tax, Tax Exemption Number 75-6000-659.

1.13. Examination of Contract Documents

Each Bidder shall thoroughly examine and be familiar with this document, specifications, etc. The submission of a Bid shall constitute an acknowledgment that the Bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Bidder to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to his Bid or to the contract. No claim for extra or additional compensation will be allowed based upon a lack of knowledge of any contract document, and the City will in no case be responsible for any loss or for unanticipated costs that may be suffered by the selected Bidder as a result of conditions pertaining to the work.

1.14. Familiarization with the Type of Work

Before submitting a Bid, each prospective Bidder shall familiarize himself with the Work, local labor conditions

and all laws, regulations, and other factors affecting performance of the Work. He shall carefully correlate his observations with requirements of this Request and otherwise satisfy himself of the expense and difficulties attending performance of the Work. The submission of a Bid will constitute a representation of compliance by the Bidder. There will be no subsequent financial adjustment for lack of such familiarization.

1.15. Subcontractors and Suppliers

All Bids must include a list of proposed Subcontractors and suppliers on the form included in the Bid submission form section. **Bidders are strongly encouraged to explore utilizing area subcontractors and suppliers.**

When requested by the, within 24 hours of Bid opening, the apparent low Bidder, and any other Bidder so requested, shall submit a list of all Subcontractors he expects to use in the work.

1.15.1. Subcontractor Qualification

Particular consideration will be given to the qualifications of each Subcontractor proposed to perform more than 5 percent (5%) of the Work.

The successful Bidder will submit to the City for acceptance a list of the names of subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) identifying that portion of the Work to be performed by each subcontractor within fourteen (14) days of the issuance of Notice of Award.

The City will notify the successful Bidder in writing if there is objection to any Subcontractor, person, or organization on such list.

If the apparent low Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Additional requirements for subcontractors are contained within the General Conditions, of this document.

The failure of the City to make any such objection prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person, or organization. Such acceptance a Subcontractor, person or organization shall not: (1) constitute a waiver of any right of the City to reject defective Work, Material, or Equipment, or Work, Material, or Equipment not in conformance with the requirements of the Contract Documents; or (2) constitute a waiver of Contractor's complete and total liability for any defective Work, Material, or Equipment, or Work Material or Equipment not in conformance with the requirements of the Contract Documents whether or not provided by or performed by any such Subcontractor.

If the City registers objection to and refuses to accept a Subcontractor, person, or organization list the successful Bidder may either (1) submit an acceptable substitute without an increase in his Bid price or (2) withdraw his Bid. If the City raises objection to a Subcontractor, person, or organization after the execution and delivery of the Agreement, the Contractor will submit an acceptable substitute and the Contract Price shall be increased or decreased by the reasonable difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. In the event that prior objection is raised as described above, but the Contractor fails to submit an acceptable substitute prior to execution and delivery of the Agreement, no increase in Contract Price shall be allowed.

1.15.2. Suppliers

The list of Subcontractors shall also include the suppliers and manufacturers of the principal items of materials and equipment the Bidder expects to use in the Work.

1.16. Copies of Contract Documents

The selected Bidder to whom a contract is awarded will be furnished, without cost to him, five (5) copies of the specifications and five (5) sets of the drawings, together with all Addenda thereto. Additional copies of specifications and drawings may be obtained from the City for a fee.

1.17. Employment Requirements and Wage Rates

1.17.1. General

The selected Bidder shall comply with all requirements of the prevailing wage law of the State of Texas, Texas Government Code, Chapter 2258, including the latest amendments thereto.

The selected Bidder and his Subcontractors shall pay wage rates not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less

than the general prevailing rate of per diem wages for legal holiday and overtime work as listed in the current Davis-Bacon Wage rates.

The prevailing wage law does not prohibit payment of more than the general prevailing rate of wages.

1.17.2. Records

The selected Bidder and each Subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed, together with the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of City.

Certified Payrolls are to be submitted to the City's representative weekly.

1.17.3. Penalty

If the selected Bidder or any Subcontractor fails to comply with the prevailing wage law, he shall forfeit to City sixty dollars (\$60.00) per day for each laborer, workman, or mechanic who is paid less than the specified rate, pursuant to §2258.023 of the Texas Government Code.

1.17.4. Hours of Labor

The selected Bidder shall comply with all requirements of the hours of work on public works defined by Texas Government Code §650.001, including the latest amendments thereto, as an eight (8) hour work day. Violation of this provision is punishable by fine and imprisonment pursuant to §650.003 of the Texas Government Code.

1.17.5. Veterans Preference

Pursuant to Texas Government Code, §657.004, the selected Bidder shall give preference in employment to honorably discharged veterans who were engaged in the services of the United States in time of war or conflict and who are and have been citizens of Texas for not less than five (5) years.

1.17.6. Prevailing Wage and Hour Decision

Chapter 2258 of the Texas Government Code requires contractors and subcontractors performing work on public works contracts to pay wages at a rate consistent with the rate prevailing in the area. Under federal law, the United State Department of Labor is required to maintain a prevailing Wage and Hour decision for each geographical area. Compliance with the published decision meets the requirements of the Texas Government Code.

Additionally, all contractors and subcontractors must pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area.

If the Wage Decision lists fringe benefits, you must either provide the benefits or pay the hourly equivalent in cash in addition to the predetermined wage.

Labor classifications not appearing on the Wage Decision will be deferred to the U.S. Department of Labor (DOL) for approval.

The selected Bidder will be responsible for compliance with the applicable portion of Davis-Bacon and Related Acts and any such decision applicable at the timework is performed.

Prevailing Wage and Hour Decision

General Decision Number: TX150336 03/06/2015 TX336

Superseded General Decision Number: TX20140336

State: Texas

Construction Type: Building

Counties: Irion and Tom Green Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	03/06/2015

BOIL0074-003 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 23.14	21.55

ENGI0178-005 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 27.50	10.60

IRON0084-011 06/15/2014

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 22.02	6.35

PLUM0404-025 07/01/2013

	Rates	Fringes
PLUMBER.....	\$ 22.80	7.16

* SUTX2014-062 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Excludes Drywall Hanging, and Metal Stud Installation.....	\$ 13.82	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.76	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 16.72	0.00
ELECTRICIAN.....	\$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 9.74	0.00
LABORER: Mason Tender - Brick...	\$ 11.38	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58	0.00
LABORER: Pipelayer.....	\$ 12.49	2.13
LABORER: Roof Tearoff.....	\$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.25	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 14.83	0.00
OPERATOR: Grader/Blade.....	\$ 13.37	0.00
OPERATOR: Loader.....	\$ 13.55	0.94

OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.70	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 15.00	0.73
PIPEFITTER.....	\$ 25.80	8.55
ROOFER.....	\$ 13.17	0.26
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 15.00	0.00
TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 14.74	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

2. SAMPLE NOTICE OF BID AWARD AND ACCEPTANCE

NOTICE OF BID AWARD

Project: **RFP Title (RFP# AA-XX-XX)**

Date: August 21, 2015

Mr. Name
Company Name
Address
City, State Zip Code

Dear Mr. Last Name:

This letter shall serve as the official **Notice of Bid Award** to _____ (“Provider”) on the above referenced project. Attached is a copy of the bid tab results. The contract for **RFP / RFB: AA-99-99** was awarded by the City Council on **XXXXXX 20, 2015, in the amount of \$9,999,999.99.**

The contract documents consist of **RFP / RFB: AA-99-99**, your responsive proposal/bid and the award and your acceptance. The term of the contract will be for effective Month Day, Year.

Please execute the acceptance of the Bid Award below and return it to my attention. If you have any questions, please feel free to contact me at (325) 999-9999.

Sincerely,

Name, Title
Department

Acceptance

The foregoing Bid Award is hereby accepted on behalf of _____,

Provider, by _____, the undersigned, its _____, on this
(print name) (office held or owner)

_____ day of _____, 2015.

3. BID FORMS

Please submit one (1) original, one (1) unbound copy and one (1) copy in PDF format on USB flash drive of all bid documents in the order listed below:

1. No Bid Reply Form (if applicable)
2. Bid Proposal (Required)/ IRS Form W-9
3. Addendum Acknowledgement
4. Security Bond - \$500.00 (Required)
5. Disclosure of Certain Relationships
6. Conflict of Interest Questionnaire (Required)
7. Debarment and Suspension Certification (Required)
8. Contractor References (Required)
9. List of Subcontractors and Suppliers
10. Certifications

All submissions are to be in a sealed envelope indicating the business name in top left-hand corner and the Bid number in the lower left-hand corner.

No Bid Reply Form

If for any reason, you are not submitting a bid/proposal, please check one or more reasons below and return the form to us either by mail or by email to sapurch@cosatx.us in order to remain in our database for these types of products or services.

By providing us this information, we hope to improve future Request packages that will elicit your participation.

===== # # # =====

PLEASE PRINT

We wish to:

Remain On ()

Be Deleted From ()

the list of bidders for the City of San Angelo.

A. We hereby submit a "No Bid" because:

- () 1. We are not interested in selling through the bid process.
- () 2. We are unable to prepare the bid form in time to meet the due date.
- () 3. We do not wish to bid under the terms and conditions of the Request for Bid/Proposal.

OBJECTIONS: _____

- () 4. We do not feel we can be competitive.
- () 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.

() 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: _____

- () 7. We do not sell the items or provide the services requested.

() 8. Other: _____

Firm _____

Signed _____

Date _____

Thank you for your assistance!

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PLEASE RETURN ALL FORMS BEYOND THIS
POINT WITH YOUR BID SUBMISSION

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Bid Proposal
RFB No. AP-03-15 / Baggage Handling Maintenance

Pursuant to the Foregoing Notice to Bidders, the undersigned bidder hereby proposes to do all work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials, and whatever else may be necessary to complete all work upon which he bids, as provided by the attached specifications and binds himself on acceptance of this proposal to execute an Agreement according to the accompanying forms, for performing and completing the said work within the time stated, and furnishing all required guarantees, for the following prices to-wit:

AMOUNTS MUST BE WRITTEN AND PRINTED

YEAR ONE BID:

	Item Description	Extended
1	ANNUAL MAINTENANCE	
2	QUARTERLY MAINTENANCE	
3	SEMI ANNUAL MAINTENANCE	
4	QUARTERLY MAINTENANCE	

TOTAL \$ _____

Corrective Maintenance Rates			Emergency Call out Rates			Technical Support Rates		
Labor		hr	Labor		hr	without service contract		
OT rate		hr	Flight or Mileage		ea			hr
Flight or Mileage		ea	Per Diem		a day	with Service contract		
Per Diem		a day	Hotel		a day			hr
Hotel		a day	Rental car		a day			
Rental car		a day	Admin Fee		hr			
Admin Fee		hr						

Accept P-Card _____ (Y/N)

Payment Terms (discount for early payment) _____

Are these prices based on a purchasing cooperative contract? Yes _____ No _____

If Yes: Name of Cooperative _____ **Contract No.** _____

Bids which are not signed and dated or bids which do not comply with all of bid requirements herein, may be considered non-responsive and maybe rejected.

Authorized Signature/Contact Information *(Bids which are not signed and dated or bids will be rejected.)*

Firm Name: _____

Mailing Address: _____

City, State Zip Code: _____

Authorized Signature: _____

Print Name/Title: _____ Date: _____

Tax ID: (*Attach IRS Form W-9*) _____

Telephone: _____ FAX: _____

Email: _____

Upon receipt of the written "Notice of Award", the bidder will execute the agreement within thirty (30) days and deliver all bonds and Certificates of Insurance.



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

Addendum Acknowledgment

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:	_____

(Seal if Bidder is
Corporation)

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

Note: Agents must provide evidence of authority to bind corporation.

THIS FORM MUST BE RETURNED WITH THE BID



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

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Disclosure of Certain Relationships

NOTICE TO VENDORS

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 not 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 Bids, 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.

Julia Antilley
Purchasing Manager

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



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised August 2015)

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

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

Executive Director: Roland Peña



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

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Debarment and Suspension Certification

- (1) The prospective primary Bidder 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 Bidder is unable to certify to any of the statements in this certification, such prospective primary Bidder shall attach an explanation to this Bid.

Company

By

Title

Address

City, State Zip

Note: Agents must provide evidence of authority to bind corporation.

THIS FORM MUST BE RETURNED WITH THE BID

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Company Name

Contractor References

List five (5) governments or companies, **other than City of San Angelo**, who can verify the quality of service your company provides. References should be of similar size and scope of work to this Bid. All references shall be for work completed in the last five (5) years.

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: _____

THIS FORM MUST BE RETURNED WITH THE BID



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

Reference Four

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Five

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

THIS FORM MUST BE RETURNED WITH THE BID



List of Subcontractors and Suppliers

List any subcontractors and suppliers you intend to use on this project and the categories of work they will perform.
Bidders are strongly encouraged to explore utilizing area subcontractors and suppliers. Make as many copies of this form as necessary to cover all categories of work.

Category of Work: GENERAL CONTRACTOR % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

(OVER)

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Percentages should total to 100%

THIS FORM MUST BE RETURNED WITH THE BID

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Bid, the prospective Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder shall provide immediate written notice to the City of San Angelo to which this Bid is submitted if at any time the prospective Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "Bidder," "person," "primary covered transaction," "principal," "Bid," 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 Bidder agrees by submitting this Bid 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 Bidder further agrees by submitting this Bid 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 Bidder in a covered transaction may rely upon a certification of a prospective Bidder 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 Bidder may decide the method and frequency by which it determines the ineligibility of its principals. Each Bidder 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 Bidder 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 Bidder 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.

Certifications
(Negotiated Contracts)

1. The BIDDER certifies to the best of its knowledge and belief, that it and its principals:
 - a) Have not within a three-year period preceding this Bid 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 Bid 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 BIDDER 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 BIDDER is **unable to certify to any of the statements in this certification, such** BIDDER 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 BID

END OF BID DOCUMENTS

4. CONTRACT (DRAFT)

BAGGAGE HANDLER MAINTENANCE SERVICES AGREEMENT

This Agreement is entered into this ____ day of _____, 2015 (but effective as of _____) by and between the City of San Angelo, a municipal corporation of the State of Texas (“City”) and _____ a Texas for profit corporation (“Provider”).

RECITALS:

A. City has issued a Request for Bids No. AP-03-15 (“RF B AP-03-15”) for baggage handler maintenance services to the San Angelo Regional Airport (“Services”).

B. Provider’s bid, in response thereto, has been selected as the lowest responsible bidder for the provision of Services (“Bid”).

C. Provider possesses all necessary qualifications and expertise to perform Services.

D. City wishes to engage the services of Provider, and Provider wishes to perform Services for City, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Provider and City agree as follows:

TERMS

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement. City’s RFB AP-03-15, and Provider’s bid are hereby incorporated into and made a part of this Agreement and attached hereto as **Exhibit “A-1”** and **Exhibit “A-2”**, respectively.

2. **TERM:** The term of this Agreement shall be three (1) year commencing on the effective date hereof.

3. **OPTION TO EXTEND:** City shall have four (4) options to extend the term hereof for a time period of one (1) year, subject to availability and appropriation of funds and in accordance with state law. The term will renew automatically unless 90 days written notice of termination is given prior to the expiration

of a term. This Agreement shall not be amended, changed or extended except by written instrument signed by both parties hereto.

4. SCOPE OF SERVICE:

A. Provider agrees to provide Services as specifically described, and under the special terms and conditions set forth herein and **Exhibit “B” “SCOPE OF SERVICES”**, attached hereto, which by this reference is incorporated into and made a part of this Agreement.

B. Provider represents and warrants to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due City, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner described in Exhibit “B”.

5. COMPENSATION

A. Provider warrants that it has reviewed City’s requirements and has asked such questions and conducted such other inquiries as Provider deemed necessary in order to determine the price Provider will charge to provide Services to be performed under this Agreement.

B. The amount of compensation payable by City to Provider shall be based on the rates and schedules described in **Exhibit “C”** hereto, which by this reference is incorporated into this Agreement.

C. Unless otherwise specifically provided in **Exhibit “C”**, payment shall be made within thirty (30) days after receipt of Provider’s invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should City require one to be performed.

6. OWNERSHIP OF DOCUMENTS: Provider understands and agrees that any information, document, report or any other material whatsoever which is given by City to Provider or which is otherwise

obtained or prepared by Provider pursuant to or under the terms of this Agreement is and shall at all times remain the property of City. Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of City, which may be withheld or conditioned by City in its sole discretion.

7. AUDIT AND INSPECTION RIGHTS:

A. City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by City to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. City may, at reasonable times during the term hereof, inspect Provider's work and perform such tests, as City deems reasonably necessary, to determine whether the goods or services required to be provided by Provider under this Agreement conform to the terms hereof, the terms of RFB AP-03-15 and the terms found in Exhibit "B", if applicable. Provider shall make available to City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

8. AWARD OF AGREEMENT: Provider represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

9. PUBLIC RECORDS: Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by City and the public to all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by City.

10. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: This Agreement is

expressly made subject to federal, state, county and city laws, statutes, ordinances, rules and regulations as set forth now or hereinafter adopted, enacted or amended (collectively referred to as "Regulations. Provider agrees that all work and services to be performed under this Agreement shall be performed in strict compliance with such Regulations as they may be amended from time to time which may apply to the work and services being provided.

11. INDEMNIFICATION AND INSURANCE:

A. INDEMNIFICATION.

- 1.1 GENERAL INDEMNIFICATION. VENDOR 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 AND 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 VENDOR 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 VENDOR, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF VENDOR AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS CONTRACT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY VENDOR HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS CONTRACT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE VENDOR TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**
- 1.2 ENVIRONMENTAL INDEMNIFICATION. VENDOR AGREES TO INDEMNIFY, DEFEND AND HOLD CITY AND ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY LOCAL, STATE OR FEDERAL ENVIRONMENTAL AGENCIES OR PRIVATE INDIVIDUALS OR ENTITIES IN CONNECTION WITH OR RESULTING FROM OR ARISING OUT OF VENDOR'S HANDLING, COLLECTION, TRANSPORTATION, STORAGE, DISPOSAL, TREATMENT, RECOVERY, AND/OR REUSE BY ANY**

PERSON UNDER VENDOR'S DIRECTION OR CONTROL OF WASTE COLLECTED, TRANSPORTED OR LANDFILLED OR ANY CLEANUP ASSOCIATED WITH ENVIRONMENTAL CONTAMINATION, WHETHER SUCH CLEANUP IS OF AIR, SOIL, STRUCTURE, GROUND WATER OR SURFACE WATER CONTAMINATION. VENDOR SPECIFICALLY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AGAINST ALL CLAIMS, DAMAGES AND LIABILITIES OF WHATEVER NATURE ASSERTED UNDER CERCLA CAUSED BY ACTS OR OMISSIONS OF VENDOR REGARDLESS OF WHEN SUCH INCIDENT IS DISCOVERED. VENDOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY SPILL, UNDERGROUND POLLUTION OR ANY OTHER ENVIRONMENTAL IMPAIRMENT INCIDENT CAUSED BY ACTS OR OMISSIONS OF VENDOR REGARDLESS OF WHEN SUCH INCIDENT IS DISCOVERED. IT IS THE INTENT OF THE PARTIES THAT THIS SECTION SHALL IN NO WAY LIMIT OTHER COVERAGE HEREIN AS IT MAY RELATE TO ANY ENVIRONMENTAL CLAIM, DAMAGE, LOSS OR LIABILITY OF ANY KIND.

- 1.3 **PROSPECTIVE APPLICATION.** ANY AND ALL INDEMNITY PROVIDED FOR IN THIS CONTRACT SHALL SURVIVE THE EXPIRATION OF THIS CONTRACT 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 CONTRACT BUT THEREAFTER SO LONG AS ANY LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR CLOSURE AND POST CLOSURE COSTS) COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF VENDOR IN PERFORMING UNDER THIS CONTRACT.
- 1.4 **RETROACTIVE APPLICATION.** THE INDEMNITY PROVIDED FOR IN THIS CONTRACT SHALL EXTEND NOT ONLY TO CLAIMS AND ASSESSMENTS OCCURRING DURING THE TERM OF THIS CONTRACT BUT RETROACTIVELY TO CLAIMS AND ASSESSMENTS WHICH MAY HAVE OCCURRED DURING THE TERM OF PREVIOUS AGREEMENTS BETWEEN CITY AND VENDOR.

B. INSURANCE. Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in Exhibit "D" attached hereto, which by this reference is incorporated into this Agreement, and with insurers licensed to do business in Texas. All insurance 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 insured, except on coverage for Workers' Compensation. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage

shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the services under this Agreement without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City's Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

The procurement of insurance coverage by Provider shall not be construed to be a limitation upon Provider's liability or as a full performance on its part of Provider's indemnification requirements under 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.

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.

Provider shall cause each subprovider and sub-subprovider of Provider to purchase and maintain insurance of the types and in the amounts specified in Exhibit "D" hereto. Provider shall require subproviders and sub-subproviders to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

If, in the judgment of City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, this Agreement shall be considered terminated on the

date that the required change in policy coverage would otherwise take effect.

12. DEFAULT: If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder City, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by City to Provider while Provider was in default shall be immediately returned to City. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to City for all expenses incurred by City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by City in the re-procurement of the Services, including consequential and incidental damages.

13. RESOLUTION OF CONTRACT DISPUTES: Provider understands and agrees that all disputes between Provider and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his resolution. The Provider shall make a written request for resolution of the dispute (the "Request") to the City Manager or his designee (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that the Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon the Provider's Request within the thirty (30) days of receipt of the Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of the Provider's Request, the Official shall notify the Provider the date upon which a decision shall be issued. Submission of a Provider's Request for determination of the dispute is a condition precedent to the Provider's ability to engage in litigation against the City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of the Provider's written Request for determination, whichever occurs first, the Provider will be deemed to have met the

condition precedent required by this provision. Should the dispute be resolved through the submission of the Provider's Request, the resolution of the dispute will be documented, if necessary, through a change to the Agreement in accordance with the provisions contained in the Agreement. Should the dispute fail to reach resolution through the submission by the Provider's Request, the dispute may be submitted to mediation at the sole discretion of the City. City agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to a Provider's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Provider understands and agrees that it shall continue to perform its work under the Agreement unless further performance has been excused by termination of the Provider or stopping work is specifically allowed under the laws of the state of Texas. Provider understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or the City elects to not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Agreement and the laws of the state of Texas.

14. TERMINATION RIGHTS OF CITY:

A. City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. City shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Provider and Provider shall reimburse to City all amounts received while Provider was in default under this Agreement.

15. NONDISCRIMINATION: Provider represents and warrants to City that Provider does not and

will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

16. **ASSIGNMENT:** This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of City, which consent may be withheld or conditioned, in City's sole discretion.

17. **NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the third (3rd) day after being posted or the date of actual receipt, whichever is earlier.

TO CITY:

City of San Angelo

TO PROVIDER:

18. **MISCELLANEOUS PROVISIONS:**

- A. This Agreement shall be construed and enforced according to the laws of the State of Texas.
- B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be

determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. Any request by the City to make changes in work shall be subject to the Provider's approval in its discretion including any contract price adjustment. Any such changes shall be made in writing signed by both parties.

19. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

20. INDEPENDENT CONTRACTOR: Provider has been procured and is being engaged to provide services to City as an independent contractor, and not as an agent or employee of City. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of City, nor any rights generally afforded classified or unclassified employees. Provider further understands that Texas Workers' Compensation benefits available to employees of City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to City under this Agreement.

21. CONTINGENCY CLAUSE: Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and this Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

22. REAFFIRMATION OF REPRESENTATIONS: Provider hereby reaffirms all of the

representations contained in this Agreement, RFB AP-03-15 and included in Exhibit “B.”

23. ENTIRE AGREEMENT: This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

24. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

“City”
CITY OF SAN ANGELO,

ATTEST:

Brian Kendrick, City Clerk

By: _____
Daniel Valenzuela, City Manager

“Provider”

By: _____

APPROVED AS TO FORM

APPROVED AS TO INSURANCE
REQUIREMENTS:

Theresa James, City Attorney

Marion McMinn, Risk Manager

APPROVED AS TO CONTENT:

Luis Elguezabal, Airport Director

EXHIBIT “A-1”
RFB AP-03-15

EXHIBIT “A-2”
BID AP-03-15

EXHIBIT “B”

SCOPE OF SERVICES

The service technicians will be responsible for providing operational assistance and verifying preventative/corrective maintenance services are provided to ensure systems operate and are maintained efficiently and continuously. Specific duties are:

20. Coordinate site visits, reporting, and repairs with airport personnel
21. Report any anomalies in Baggage Handling System (BHS)
22. Thorough initial walkthrough and survey of systems upon arrival
23. Perform shutdown checklist and prestart checklist activities
24. Provide accurate and timely written reports of operational and maintenance issues
25. Monitoring of operations and performance while on site, including recommendations for improvements
26. Assist in providing refresh training to operational and maintenance personnel
27. Point of contact for safety and operational concerns of equipment
28. Monitoring of system performance, tracking and evaluation of KPI (Key Performance Indicators), suggest and implement improvements to the San Angelo Operations team during the annual visit
29. Preventative maintenance of the BHS and its associated components
30. Make adjustments as needed
31. Perform electromechanical surveys
32. Interpret throughput and fault data and suggest maintenance schedule/activity adjustments to airport operations
33. Report, in writing, all issues, including any safety issues, to the Residential Service Manager and Airport Operations Manager
34. Create strong, effective working links with the San Angelo Regional Airport operational staff, and stakeholders
35. Thorough cleaning of entire BHS system and sub systems on each visit
36. Comprehensive I/O check and point to point testing of BHS electrical systems
37. Electrical and Mechanical systems evaluation and scheduled preventative maintenance
38. Work with Airport to gain approval on any work out of scope of this Bid

Staffing

A minimum of two technicians should be on site for each of the four yearly scheduled services, with an anticipated three days minimum for annual maintenance and two days minimum for the remaining visits.

Technicians must have these skills at a minimum:

- Ability to pass all background checks and security screening per Airport requirements
- Knowledgeable and trained on Beumer Glidepath BHS
- Electro-mechanical skills
- Site specific fault finding processes
- PC skills
- Understand control systems
- Maintenance and Preventative Maintenance skills
- Knowledge of controls Human Machine Interface (HMI)
- Safety training
- Must be of high moral character, have integrity, and honest
- Leadership, interpersonal, and organizational skills

- Customer service focus
- Ability to clearly articulate issues and fixes to feed into written reports

For the purposes of this bid, assume the Airport will provide access to power and internet, parking, and temporary escort service while badging is finalized.

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EXHIBIT “C” COMPENSATION

Provider shall provide Services under this Agreement as specified in Exhibit “B” of this Agreement. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

1.0 PAYMENT OF COMPENSATION

Provider shall submit to City an annual invoice which indicates Work completed and hours of Services rendered by Provider. The invoice shall describe the amount of Services provided since the effective date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If City disputes any of Provider’s fees, City shall give written notice to Provider within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

2.0 REIMBURSEMENT FOR EXPENSES

Provider shall not be reimbursed for any expenses unless authorized in writing by City.

3.0 COMPENSATION AMOUNT

Compensation to Provider shall be based on the following Schedule of Charges.

SCHEDULE OF CHARGES

EXHIBIT “D”
SPECIAL INSURANCE RIDER

1. Insurance.

- 1.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Vendor for the purpose of complying with this Contract.
- 1.1.1 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.
- 1.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Vendor, 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.
- 1.1.3 Waiver of Subrogation. Vendor 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.
- 1.1.4 Certificates of Insurance. At or before the time of execution of this Contract, Vendor 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 coverages 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, Vendor 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, 72 W. College, San Angelo, Texas 76902.
- 1.1.5 Vendor’s Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Vendor’s liability or as a full performance on its part of the indemnification provisions of this Contract. Vendor’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 Vendor to maintain adequate coverage shall not relieve Vendor of any contractual responsibility or obligation.
- 1.1.6 Sub-Vendors’ Insurance. Vendor shall cause each Sub-Vendor and Sub-Sub-

Vendor of Vendor to purchase and maintain insurance of the types and in the amounts specified below. Vendor shall require SubVendors and Sub-subVendors to furnish copies of certificates of insurance to Vendor's Risk Manager evidencing coverage for each Sub-Vendor and Sub-Sub-Vendor.

1.2 Types and Amounts of Insurance Required. Vendor shall obtain and continuously maintain in effect at all times during the term hereof, at Vendor's sole expense, insurance coverages as follows with limits not less than those set forth below:

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

\$ 2,000,000.00	General Aggregate
\$ 1,000,000.00	Products- Completed Operations
\$ 1,000,000.00	Personal & Advertising Injury
\$ 1,000,000.00	Each Occurrence
\$ 100,000.00	Fire Damage (any one fire)

1.2.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Vendor 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:

\$ 1,000,000.00	Combined Single Limit
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1.2.3 Workers' Compensation and Employer's Liability. If Vendor hires any employees, Vendor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Vendor against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$ 100,000.00	Employer's Liability, Each Accident

\$ 100,000.00	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, Vendor 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 Lessor in accordance with the notice provisions of this Contract.

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

- 1.2.8 Environmental Liability. This insurance shall be maintained in force for the full period of this Contract and cover losses caused by pollution conditions including, but not limited to, any spill, underground pollution or any other environmental impairment. It shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; including, but not limited to, any costs required under CERCLA; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If coverage is written on a claims made basis, Vendor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the Contract has expired. Policy limits shall not be less than:

\$1,000,000 Per loss
\$1,000,000 Annual aggregate