

CITY OF SAN ANGELO REQUEST FOR QUALIFICATIONS

RFQ No: CFM-09-15

Construction and Facilities Maintenance Division

**Indefinite Delivery Indefinite Quantity (IDIQ) for
Environmental Services**

RFQ SUBMITTAL DEADLINE

October 14, 2015, 2:00 PM Local Time



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



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1. GENERAL

In order to provide timely and cost performance of Environmental Testing Services, the City of San Angelo Construction and Facilities Maintenance Division is seeking a response to this Request for Qualifications (RFQ) for Professional Service Providers (PSP's). The nature of said services will be for Indefinite Delivery Indefinite Quantity (IDIQ) contract awards. It is the intention of the City to retain the services of the best-qualified professionals for the size of the projects contemplated and project time lines.

An IDIQ contract will serve as a master agreement with no monetary value. Because of the indefinite nature of the need for services there is no guarantee of project assignment to the firms found to be qualified for the City's work. Contracted firms may be awarded one or more assignments as projects become available and based on the availability of the firm. Award of an IDIQ contract or subsequent assignment under an IDIQ contract, will not disqualify a firm from responding to any future project for which a project-specific RFQ may be issued.

IDIQ contracts will be awarded to a pool of PSP's for a period of five (5) years. Project-specific assignments will be made within the time frames during which the IDIQ agreement is valid. To remain valid, qualifications must be updated by the PSP to reflect any significant changes in the PSP's ownership, structure or method of operation, or when requested by the City of San Angelo. Duration of the agreement for each assignment will be negotiated and documented in the PSP contract for each project-specific assignment.

It is the intention of the City to go forward with this RFQ and selection process, to retain the services of the best-qualified professionals for the size of the projects contemplated.

2. SCOPE OF SERVICES

Professional services needs are anticipated for multiple projects representing a wide variety of building and occupancy types. Specific projects are likely to include but not limited to:

Professional services for Environmental Survey, Lab Testing, and Asbestos/Lead-Based Paint and Mold Testing, Specifications & Air Quality Monitoring.

Evaluative services for the following type projects:

- Perform Phase I & Phase II Environmental Surveys
- Perform testing of various materials to determine if hazardous and specify appropriate remediation

Each project will be assigned to a PSP which will provide the required professional disciplines with its own forces or qualified professionals subcontracted to the PSP.

Term

The term of this agreement will be five (5) years. Qualified Bidders can opt-out with 120 days' written notice to the City. By Opting out the Bidder will not be eligible to participate in any bids for the duration of the five (5) year term.



Qualification

The following professionals should apply for consideration:

Asbestos / Lead-Based Paint / Mold Testing, Specifications and Air Quality Monitoring.

- Texas Licensed Professionals with superior background, training, and qualifications, meeting all requirements of this RFQ.
- Registered or licensed in the State of Texas
- Individuals who have experience in the following:
 - Perform Phase I & Phase II Environmental Surveys
 - Perform testing of various materials to determine if hazardous and specify appropriate remediation
- Individuals who will be available to come to the City on a routine basis
- Individuals who have formed a strong, responsible team

All qualified firms or persons shall have current licenses as required under the State of Texas for the provision of services requested by the City. Bidders are advised that all properly submitted Statements of Qualifications will be evaluated and rankings established in accordance with the valuation system as defined in Section 7A.

*Note: In compliance with State of Texas requirements for securing professional services, the contract for these services will be negotiated with the firm or firms deemed by the City of San Angelo to be the most qualified. **Accordingly, any Statements of Qualification that contain references or quotations related to fees or costs will be rejected and returned to the Bidder.** The City of San Angelo retains the right to reject all submittals if deemed to be in the City's best interest.*

Disqualification

The applicant may be disqualified for any of the following reasons:

- The applicant is involved in any litigation against the City of San Angelo;
- The applicant is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The applicant is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs; or,
- Statement of Qualification contains references or quotations related to fees or costs.

Confidentiality

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



Selection

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

All Bidders will be screened by a selection committee and those Bidders selected for a short list may be invited to attend an interview at the Bidder's own expense. The City shall not incur any costs associated with the preparation and/or submittal of Responses.

The City will evaluate all Responses based on the professional qualifications, background, training, experience, and staff experience, in addition to experience on similar projects within and near the City of San Angelo, and the availability of resources. The City reserves the right to negotiate the final fee schedule, prior to recommending any PSP for a professional services contract.

The City's process is as follows:

Evaluation will include confirmation by City Staff that Bidders have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to identify and select one best qualified provider but rather shall include several similarly qualified providers. One or more of the qualified PSP's will be contacted by City Staff on an as-needed basis to assist to the City of San Angelo. If the PSP contacted by City Staff is not available due to lack of resources or not able to meet the time constraints for a particular project, City Staff shall contact another qualified PSP from the remaining qualified Bidders.

If however, all PSP's are unable to meet the time constraint or have the necessary resources to render services, the City of San Angelo may contact other providers not previously qualified and request qualifications for such services.

Acceptance of Proposal Content

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

3. DEADLINE AND DELIVERY LOCATION

Deadline

Sealed RFQ submittals must be received and time stamped by **October 14, 2015, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Responses received later than the specified time and date will not be considered.

Digital Format

If Bidder obtained the bid specifications in digital format in order to prepare a proposal, the bid must be submitted in hard copy according to the instructions contained in this bid package. If, in its bid response, a Bidder 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 cancellation without recourse.



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

Proposal Copies

Submit four (4) bound and one (1) unbound hard copies and one (1) copy in PDF format on USB flash drive in a sealed envelope.

Sealed Envelope Addressing Instructions

- **Top Left Hand Corner:** Business Name and Address
- **Lower Left Hand Corner:** "RFQ NO. CFM-09-15/Professional Services – Environmental Testing Services"

Delivery Instructions

Place sealed envelope in a delivery container addressed to:

USPS Delivery Address: City of San Angelo
Purchasing Division
72 West College Avenue
San Angelo, Texas 76903

Delivery Service (Fedex, UPS, etc.) Address: City of San Angelo
Purchasing Division, Suite 303
72 West College Avenue
San Angelo, Texas 76903

Note: Ensure delivery container is marked, "RFQ Enclosed"

Electronic Submissions

Faxed or electronically transmitted RFQs will not be accepted.

Points of Contact

Darlene Luna, CTPM, Purchasing Specialist Purchasing Division City of San Angelo 72 W. College Avenue San Angelo Texas, 76903 Email: sapurch@sanangelotexas.us Telephone: (325) 657-4219	Ron Lewis, Manager Construction and Facilities Maintenance City of San Angelo 72 W. College Avenue San Angelo Texas, 76903
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It is the sole responsibility of the firm to ensure that the sealed RFQ submittal arrives at the above location by specified deadline regardless of method chosen by the firm.



4. PROFESSIONAL SERVICES REQUIRED

Professional services needs are anticipated for multiple projects representing a wide variety of building and occupancy types. Specific projects are likely to include but not limited to:

Asbestos / Lead-Based Paint / Mold Testing, Specifications and Air Quality Monitoring.

The following professionals should apply for consideration:

- Texas Licensed Professionals with superior background, training, and qualifications, meeting all requirements of this RFQ.
- Registered or licensed in the State of Texas
- Individuals who have experience in the following:
 - Perform Phase I & Phase II Environmental Surveys
 - Perform testing of various materials to determine if hazardous and specify appropriate remediation
- Individuals who will be available to come to the City on a routine basis
- Individuals who have formed a strong, responsible team

All qualified firms or persons shall have current licenses as required under the State of Texas for the provision of services requested by the City.

5. DESCRIPTION OF WORK

This scope of Environmental Services work includes, but is not limited to the following in connection with various properties:

- Conduct at site, on-premises observation to identify issues related to environmental concerns respective of the facility occupancy.
- Conduct environmental due diligence for real property transfers.
- Carry out ESA Phase I site visit and investigations, in compliance with current regulations, codes and practices, providing detailed reports of findings and any subsequent recommendations.
- Carry out ESA Phase II environmental on-site inspections and field investigation (for any or all medium (air, water, soil, and groundwater)) to provide detailed reports and recommendations based on facility's present or past occupancy and use, and in compliance with current codes, standards and practices.
- Assist in selection of contractors and subcontractors to conduct environmental work. (Hazardous materials/Hazardous waste management, Air/Soil/Water/Groundwater monitoring and clean up, Underground Storage Tank/Aboveground Storage Tank management and reporting, storm water management plan and report, Spill Protection and



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Prevention Plan and report, Emergency Response and NEPA related documentation preparation and submission, worker's health and safety assessment and reporting, injury and illness plans and reports preparation and updates.)

- Oversee field remedial clean-up activities.
- Prepare regulatory compliance permit and plans as specified by the implementing agency for the equipment and materials that are available on site for City operation. (i.e. HVAC equipment, boiler, backup generator, UST or AST, elevators, pressure vessels, potable water, SPPP, Hazmat Business plan).
- Provide review and recommendations of the reports, documentation and work outputs that are originated by other consultants and contractors.
- All final reports shall have certification with an original signature with a statement of oversight from a state certified professional.
- Prepare surveys and reports for asbestos-containing material (ACM), lead-based paint (LBP), and Polychlorinated Biphenyls (PCBs) identification and abatement when requested.
- Represent COSA's interest in meetings with environmental regulatory agencies and others as requested.
- PSP shall coordinate work with the COSA representative or designee and will keep Project Manager informed of all the current activities. Service Provider shall minimize disturbance to the users of the premises.
- All work shall be performed in a safe manner and in accordance with OSHA regulations.
- PSP may be required to review and provide response/recommendations about the environmental reports, documentation and work outputs that are originated by other environmental services consultants, contractors or regulatory agencies.
- PSP will oversee abatement and remedial activities at city owned or operated facility, and assist in selection of contractors and subcontractors in conducting environmental investigation work related to indoor air sampling and monitoring, soil, water and groundwater sampling and analysis. Based on their assessment and site survey results the Bidder shall provide a written report with recommendations for the need of further investigation or action.
- PSP shall perform a wide variety of disciplined work, including obtaining environmental permits, ensuring regulatory compliance, implementation of environmental policies and procedures, and development of documents required for compliance.

Each project will be assigned to a PSP which will provide the required professional disciplines with its own forces or qualified professionals subcontracted to the PSP.

Some PSP's may qualify to perform all services and tasks within the scope of this RFQ, using their own staff; others may conduct portions of work in-house and other portions via sub contracts. Other PSP's may partner with similar or complimentary Service Providers to cover the full range of services requested. Bidders should



only respond to this RFQ for the services for which they are qualified to provide or supervise and manage through subcontracts.

6. REQUEST FOR QUALIFICATION SUBMISSION FORMAT

Each Bidder must provide the following information:

A. Executive Summary

Executive summary on Bidder's letterhead transmitting all required RFQ information and the Bidder's interest in being considered for the professional services described in this RFQ.

B. Statement of Qualifications

Provide a profile of experience for the Bidder and all members of the firm who may be involved in work for the City. This section shall include but not be limited to the following:

1. The Bidder's relevant experience with projects for office space and renovations to various structures. Dates of completion and references shall be provided.
 2. Resumes of all key members of the Bidder's firm who would be working on projects; how long the members of the firm have been working together and a list of similar projects that this Bidder has worked on and completed
 3. The Bidder's demonstrated expertise in the given field for which they hold a license.
 - a. Ability to plan and execute work effectively, meet deadlines, interface with boards and city staff.
- C. Identification of the proposed Project Manager designated by the Bidder to provide the services, as well as resumes of all key members of the firm who would be working with the City of San Angelo; how long the members of the firm have been working together and a list of similar projects that these individuals have worked on and completed.
- D. References from present and former clients detailing completed projects. Include a minimum of five (5) projects and dates of completion.
- E. Provide information on the current types and amounts of insurance carried, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage.

Bidders may provide other documents such as Company literature or brochures; however, the submittal of these items is not required, and will not be considered in the evaluation process. Any items submitted in addition to the above-referenced Statement of Qualifications shall be bound separately and will not be returned to the Bidder.



7. RESTRICTIONS ON COMMUNICATION

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

Exceptions to the Restrictions on Communication with City employees include:

1. Private (non-business) contacts with the City by the Bidder’s employees acting in their personal capacity;
2. Casual social contacts that do not include mention of the RFQ;
3. Bidders may submit written questions concerning this RFQ to the Staff Contact Person listed below up to five (5) days prior to submission due date. Questions received after the stated deadline will not be answered.

It is required that all questions be sent by email to sapurch@cosatx.us. ***Please ensure the RFQ Number and Title is in the Subject Line.*** Questions submitted and the City’s responses will be published in the form of an Addendum to the City’s web site at www.cosatx.us. Bidder is responsible for calling the City or reviewing the website to determine if any addendums have been issued prior to their submittal. Only questions answered by formal Addenda will be binding.

4. 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;
 5. Upon completion of the evaluation process, Bidders shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Bidders desiring a review of the solicitation process may submit a written request no later than five (5) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.
- B. The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFQ process.
- C. 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.



8. EVALUATION PROCESS

All applications will be screened by an evaluation committee and those applicants selected for a short list may be invited to attend an interview, at the applicants own expense. The City shall not incur any costs for applicant preparation and/or submittal of proposal.

The City will evaluate all responses based on the qualifications, background, training, experience, and staff qualifications. The City reserves the right to negotiate the final fee schedule, prior to recommending any Consultant for a contract.

Evaluation Criteria

- A. The selection committee shall screen and rate all of the responses that are submitted. Selection ratings will be based on 100-point scale. Ratings shall be based on the following criteria:

<u>Criteria</u>	<u>Weight</u>
Capability	25
Previous Experience	25
Ability to meet Schedules & Deadlines	25
Proposed Approaches & Schedules	25
Total	100

- B. Interview (Optional): The selection committee will select the most qualified firm(s) and may invite them for an interview with members of the selection committee. Should an interview be requested, Bidders should be prepared for 15 minutes of presentation and 15 minutes of questions and answers.
- C. City staff shall recommend a preliminary list of the most qualified firms to the City Council and request authority to enter into contract negotiations.
- D. Standard rates and fees will be requested after approval of preliminary list. Should standard rates and fees be agreed upon and accepted, the selected PSP(s) shall be offered an IDIQ professional services contract. Should negotiations for pricing be required, the City shall enter into negotiations in order of ranking until a pool of PSP's are selected per discipline.
- E. This RFQ does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the interviews as well as RFQ preparation time and material costs.



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

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9. PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL 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 _____ ("Provider") a Texas corporation.

RECITALS:

- A.** City has issued RFQ _____ for a qualified professional consultant to provide Environmental Services as outlined in Exhibit "A" in San Angelo, Texas ("Services").
- B.** Provider's proposal, in response thereto, has been selected as the most qualified proposal for the provision of Services ("Proposal").
- 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.
- 2. TERM:** The term of this Agreement shall be for five (5) years commencing on the effective date hereof.



3. SCOPE OF SERVICE:

A. Provider agrees to provide Services as specifically described, and under the special terms and conditions set forth herein and **Exhibit “A”** 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 “A”**.

4. COMPENSATION:

A. The total amount of compensation for each Task Order payable by City to Provider under this Agreement shall in no event exceed the sum of Fifty Thousand and No/100 Dollars (\$50,000.00).

B. Payment by City 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.

5 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.



6. AUDIT AND INSPECTION RIGHTS:

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.

7. 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.

8. 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.

9. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: Provider understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Provider agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.



10. INDEMNIFICATION AND INSURANCE:

A. INDEMNIFICATION.

1. **GENERAL INDEMNIFICATION.** Provider shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Provider or its employees, agents or sub-providers (collectively referred to as "Provider"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) or strict liability of the Indemnitees, or any of them or (ii) the failure of Provider to comply with any of the paragraphs herein or the failure of Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its sub-providers, as provided above, for which Provider's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own gross negligence or willful misconduct.

2. **ENVIRONMENTAL INDEMNIFICATION.** Provider 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 Provider's handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse by any person under Provider'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. Provider 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 Provider regardless of when such incident is discovered. Provider shall be responsible and liable for any spill, underground pollution or any other environmental impairment incident caused by acts or omissions of Provider 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.

3. **Prospective Application.** Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Provider in performing under this Agreement.

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 "B"** 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 insureds, 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 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 "B"** hereto. Provider shall require subproviders and sub-subproviders to furnish copies of certificates of insurance to City'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.

11. 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 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 Services, including consequential and incidental damages.

12. 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/her resolution, prior to Provider being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds \$25,000.00, the City Manager's decision shall be approved or disapproved by City Council. Provider shall not be entitled to seek judicial relief unless: (i) it has



first received the City Manager's written decision, approved by City Council if the amount of compensation hereunder exceeds \$25,000.00, or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation (ninety (90) days if the City Manager's decision is subject to City Council approval); or (iii) City has waived compliance with the procedure set forth in this section by written instruments, signed by the City Manager.

13. 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.

14. 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,



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

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.

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

16. 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 fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CITY:

City of San Angelo
Attn: Ron Lewis
72 W. College Avenue
San Angelo, Texas 76903

TO PROVIDER:

17. 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. This Agreement may be modified or amended only by a written instrument signed by City and Provider, without further approval of City Council, unless such approval is otherwise required by law, subject to availability and appropriation of funds. Such amendments shall not invalidate this Agreement, nor relieve or release City or Provider from their respective obligations under this Agreement.

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

19. 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.



20. **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.

21. **REAFFIRMATION OF REPRESENTATIONS:** Provider hereby reaffirms all of the representations contained in this Agreement.

22. **DOCUMENTS OF INCORPORATION:** This Agreement is expressly made subject to all exhibits hereto, to all of the exhibits, provisions, requirements, federal, state and local laws, rules and regulations as of the effective date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon City. All of the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

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.

[Signature Page to Follow]



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

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, a municipal
corporation

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

“Provider”

By: _____
Name and Title

ATTEST:

Secretary

APPROVED AS TO FORM AND
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:

Theresa James, City Attorney

Risk Manager

APPROVED AS TO CONTENT:

Ron Lewis, Facilities Manager



EXHIBIT "A"

SCOPE OF SERVICES

Provider will provide Services below on an AS NEEDED BASIS. An independent task order outlining the specific scope and costs for each project shall be developed and approved prior to commencement of Work under this Agreement.

The following type testing, surveys, reports and activities are within the scope of this RFQ:

Conduct at site, on-premises observation to identify issues related to environmental concerns respective of the facility occupancy.

Conduct environmental due diligence for real property transfers.

Perform ESA Phase I site visit and investigations, provide reports and recommendations.

Perform ESA Phase II environmental on site inspections and field investigations, provide reports and recommendations.

Assist in selection of contractors and subcontractors to conduct environmental work.

Oversee field remedial clean-up activities.

Prepare regulatory compliance permit and plans as specified by the implementing agency for the equipment and materials that are available on site for City operation.

Provide, review and recommendations of the reports, documentation and work outputs that are originated by other consultants and contractors.

Prepare surveys and reports for asbestos-containing material (ACM), lead-based paint (LBP), mold testing and Polychlorinated Biphenyls (PCBs) identification and abatement when requested.

Represent COSA's interest in meetings with environmental regulatory agencies and others as requested.

Provider will oversee abatement and remedial activities at City owned or operated facility, and assist in selection of subproviders and sub-subproviders in conducting environmental investigation work related to indoor air sampling and monitoring, soil, water and groundwater sampling and analysis.

Provider shall perform a wide variety of disciplined work, including obtaining environmental permits, ensuring regulatory compliance, implementation of environmental policies and procedures, and development of documents required for compliance.



EXHIBIT "B"
SPECIAL INSURANCE RIDER

1.0 TYPES AND AMOUNTS OF INSURANCE REQUIRED.

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

1.1 COMMERCIAL GENERAL LIABILITY.

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

\$1,000,000.00	General Aggregate
\$1,000,000.00	Products – Completed Operations
\$1,000,000.00	Personal & Advertising Injury
\$1,000,000.00	Each Occurrence
\$ 50,000.00	Fire Damage (any one fire)

1.2 BUSINESS AUTOMOBILE LIABILITY.

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

\$ 600,000.00	Combined Single Limit
----------------------	------------------------------



1.3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim 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, Provider qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Texas and furnishes evidence of such qualification to City in accordance with the notice provisions of this Agreement.

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

1.4 PROFESSIONAL LIABILITY.

This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Coverage shall not be less than:

\$1,000,000.00	Annual Aggregate
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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF SAN ANGELO, TEXAS
AND**

RFQ CFM-09-15



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

SUBMISSION FORMS

RETURN ALL FORMS THIS PAGE AND BEYOND

- Completed RFQ Submittal
- Addendum Acknowledgement
- Completed Conflict Of Interest form (if applicable)
- Completed Debarment and Suspension Certification (Required)
- References – similar projects, and similar work within 150 miles
- Letter Of Interest form (with W-9)

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CITY OF SAN ANGELO
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Addendum Acknowledgement

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

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

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

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CITY OF SAN ANGELO
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Tel: (325) 657-4219

NOTICE TO VENDORS

DISCLOSURE OF CERTAIN RELATIONSHIPS

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

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available 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 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

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

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

Julia Antilley
Purchasing Division, Manager

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor 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 vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer 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 interest of one percent or more?

☐ Yes ☐ No

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

4

Signature of vendor doing business with the governmental entity

Date

MUST BE RETURNED WITH QUALIFICATIONS

Adopted 8/7/2015



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
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Tel: (325) 657-4219

**LOCAL GOVERNMENT OFFICERS
OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised May 20, 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/proposals), Local Government Officers are:

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

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

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

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

Executive Director: Roland Peña



**CERTIFICATION
INSTRUCTIONS**

1. By signing and submitting this proposal, 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 proposal is submitted if at any time the prospective Bidder learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "Bidder," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective Bidder agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective Bidder further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A 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.

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.

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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 proposal.

Company

Signature

Printed Name & Title

Address

City, State Zip Code

Date

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

References

Company Name: _____

Please list five (5) government and/or businesses references **(other than City of San Angelo)** for which you have **completed similar projects** in scope and size who can verify the quality of service your company provides.

THIS FORM MUST BE RETURNED WITH QUALIFICATIONS

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: _____

THIS FORM MUST BE RETURNED WITH QUALIFICATIONS

REFERENCE THREE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE FOUR

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE FIVE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

THIS FORM MUST BE RETURNED WITH QUALIFICATIONS



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

Local References

Company Name: _____

Please list five (5) government/business references **(may include the City of San Angelo)** for which you have **completed similar projects** in scope and size **within 150 miles of San Angelo** who can verify the quality of service your company provides.

MUST BE RETURNED WITH QUALIFICATIONS

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: _____

THIS FORM MUST BE RETURNED WITH QUALIFICATIONS

REFERENCE THREE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE FOUR

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE FIVE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

THIS FORM MUST BE RETURNED WITH QUALIFICATIONS



Letter of Interest

RFQ No: CFM-09-15/Professional Services – Environmental Testing Services

Deadline: October 14, 2015, 2:00 P.M.

The undersigned Bidder submits the following information (this RFQ submittal) in response to this Request for Qualifications (as amended by any Addenda), issued by the City of San Angelo, Texas ("City") to perform Environmental Testing Services.

Enclosed, and by this reference incorporated herein and made a part of this RFQ, are the following:

- Completed RFQ Submittal
- Addendum Acknowledgement
- Completed Conflict Of Interest form (if applicable)
- Completed Debarment and Suspension Certification (Required)
- References – similar projects, and similar work within 150 miles
- Letter Of Interest form (with W-9)
- Other documents as supplied by Bidder

Bidder is responsible for calling or visiting the City's website to determine if any addendums have been issued.

Bidder also understands that the City is not bound to select any Bidder for the final pre-qualified list and may reject any responses submitted.

Bidder further understands that all costs and expenses incurred by it in preparing this RFQ and participating in this process will be borne solely by the Bidder, and that the required materials to be submitted will become the property of the City and will not be returned.

Bidder agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFQ. Bidder accepts all terms of the RFQ submittal process by signing this letter of interest and making the RFQ submittal.

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

Firm's Name: _____

Authorized Signature _____

Date _____

Telephone: _____

Fax: _____

E-Mail: _____

ATTACH IRS W-9 FORM
MUST BE SUBMITTED WITH QUALIFICATIONS

No Bid Reply
For CFM-09-15 Professional Environmental Testing Services

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 ()** or **Delete 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 _____

Thank you for your assistance!