

CITY OF SAN ANGELO REQUEST FOR QUALIFICATIONS

RFQ No: ES-07-15

Engineering Services

**On-Demand Contract
Professional Services
Construction Materials Testing**

RFQ SUBMITTAL DEADLINE

November 13, 2015 - 2:00 PM Local Time



City of San Angelo
72 W. College Avenue
San Angelo, Texas 76903

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TABLE OF CONTENTS

This Table of Contents is intended as an aid to Bidders and not as a comprehensive listing of the Bid package. Bidders are responsible for reading the entire Bid package and complying with all specifications.

Section	PAGE
1. GENERAL.....	1
TYPE OF PROFESSIONAL SERVICES REQUIRED.....	1
INTERPRETATIONS.....	2
PROPOSED TERMS OF THE AGREEMENT.....	2
ACCEPTANCE OF BID CONTENT.....	2
EQUAL EMPLOYMENT OPPORTUNITY.....	2
2. DEADLINE AND DELIVERY LOCATION.....	3
3. SCOPE OF SERVICES	5
4. REQUEST FOR QUALIFICATIONS FORMAT	5
5. RESTRICTIONS ON COMMUNICATION	6
6. SELECTION PROCESS	7
7. PROFESSIONAL SERVICES AGREEMENT	9
8. FORMS	29
ADDENDUM ACKNOWLEDGEMENT.....	31
DISCLOSURE OF CERTAIN RELATIONSHIPS.....	33
LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO.....	36
INSTRUCTIONS FOR CERTIFICATION	37
DEBARMENT AND SUSPENSION CERTIFICATION	39
CONTRACTOR REFERENCES.....	41
NO BID REPLY	44

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1. GENERAL

In order to provide timely and cost effective construction materials testing services, the City of San Angelo Engineering Services Division is seeking responses to this Request for Qualifications (RFQ) from construction materials testing firms to engage as Professional Service Providers (PSP's) through award an On-Demand structured contracts to provide construction materials testing and other related services to ensure quality control for City of San Angelo construction projects. This RFQ is generally intended for small projects being considered for immediate evaluation in a time sensitive manner but may include larger projects as well. The City also reserves the right to issue individual RFQ's for specific projects.

An On-Demand contract will serve as a master agreement with no monetary value. Because of the on-demand nature of the need for services there is no guarantee of project assignment to the firms selected. Contracted firms may be awarded one or more assignments as projects become available. Award of an On-Demand contract, or subsequent assignment under an On-Demand contract, will not disqualify a firm from responding to any future RFQ.

On-Demand contracts will be awarded to a pool of 3-5 PSP's for a period of three years, with the option to renew for two additional one year terms, subject to agreement by both parties. Project-specific assignments will be made within the time frames during which the On-Demand 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 solicitation and selection process to retain the services of the best-qualified professionals for the size and scope of the projects contemplated.

TYPE OF PROFESSIONAL SERVICES REQUIRED

The following professionals should apply for consideration:

- Construction Materials Testing Firms;
- Individuals who:
 - Perform construction materials testing according to TxDOT, ASTM, and ACI test methods;
 - Will be available to come to the City on a regular basis;
 - Have formed a strong, responsible team to provide the professional services requested.

All qualified firms or persons shall have current licenses and/or certifications to perform construction materials testing, as required by TxDOT, ASTM, and ACI.

ESTIMATED QUANTITY OF SERVICES

The size and quantity of a project assigned to the successful PSP will vary depending on project need, schedule, PSP's work load, and availability of funding. It is anticipated that multiple PSPs will be contracted to provide professional services; however, there is no guarantee of the award of any assignments. Project-specific assignments will be made as the need arises based on the PSP's respective area of experience and their ability to support the project with proper staffing within the time frame and in the geographical area of the project. Initiation of projects is based on need and funding. Project size and quantity have not been defined. When there is more than one project of similar size, complexity, and general location (unless there is an advantage to the City) an effort will be made to avoid use of the same PSP for subsequent projects when other appropriately qualified PSPs are available. Each PSP with an On-Demand agreement may have a different volume or number of project-specific assignments, if any, since need and available funding may vary.

INTERPRETATIONS

All questions about the meaning or intent of this RFQ shall be submitted to the Purchasing Department in writing at least five (5) days prior to the deadline. All contact should be made by email to sapurch@cosatx.us for all questions and concerns. Any change, revisions or clarifications will be issued by Addenda will be posted on the internet at www.cosatx.us.

Questions received less than five (5) days prior to the date for opening will not be answered. Only questions answered by formal written Addenda will be binding.

Disqualification

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

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

Digital Format

If Bidder 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 bid package. If, in its 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.

Confidentiality

All responses submitted shall remain confidential. After selection of a firm, 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.

Selection

The City will select the most highly qualified Bidder(s) of the requested services based on demonstrated competence, relevant experience and professional qualifications, and then attempt to negotiate On-Demand professional services contract(s) at a fair and reasonable price. The City reserves the right to accept or reject any or all Bids, and to waive any informalities or irregularities in the RFQ process. The City is an equal opportunity employer.

PROPOSED TERMS OF THE AGREEMENT

The term of the On-Demand Agreements shall be for the period of three (3) years, with the Option to Extend for two (2) additional one (1) year terms, subject to execution of Option to Extend by both parties. The Option to Extend term letter will be provided by the City prior to the renewal date. Draft of that Option letter is attached.

ACCEPTANCE OF BID CONTENT

Before submitting a Bid, 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 Bid will rely. If the Bidder receives an offer because of its Bid, 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.

EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders to the requirement for ensuring that employees and Bidders for employment are not discriminated against because of their race, color religion, sex, national origin, age, or disability. The City is an equal opportunity employer.



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

2. DEADLINE AND DELIVERY LOCATION

Deadline

Sealed RFQ submittals must be received and time stamped **by November 13, 2015, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time.

Responses received later than the specified and date will not be considered.

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.

Faxed or electronically transmitted RFQ submittals will not be accepted

Bid Copies

Submit one (1) unbound, four(4) complete bound copies, and one (1) copy in PDF format on USB flash drive in a sealed envelope. If requested, the proposer shall submit additional copies within five (5) business days. The costs incurred in preparing the RFQ or incurred in any other manner by the vendor in responding to this RFQ may not be charged to the City organization.

Sealed Envelope Addressing

- **Top Left Hand Corner:** Business Name and Address
- **Lower Left Hand Corner:** "RFQ NO. ES-07-15 / Professional Services – Construction Materials Testing"

Delivery Instructions

Place sealed envelope in a delivery container addressed to:

USPS Delivery:

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

Delivery Service (FedEx, UPS, etc.):

City of San Angelo
Purchasing Division, Room 303
72 West College Avenue
San Angelo Texas, 76903

Points Of Contact

Darlene Luna, CTPM, Purchasing Specialist Purchasing Division City of San Angelo 72 West College San Angelo, TX 76903 sapurch@cosatx.us 325-657-4219	Joe Mangrem, Project Engineer Engineering Services City of San Angelo 72 West College San Angelo, TX 76903
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3. SCOPE OF SERVICES

It is the intent of this RFQ process to identify and engage qualified consulting firms to assist the City by providing construction materials testing services. The following is a detailed description explaining each expectation of this RFQ.

The scope of Construction Materials Testing Services work includes, but is not limited to the following in connection with various City projects:

- Conduct on-site construction materials sampling and testing;
- Conduct lab construction materials testing;
- Have the qualifications to perform construction materials testing in conformance with TxDOT, ASTM, and ACI test methods;
- Provide detailed reports of testing results;
- Provide review of concrete and hotmix designs to assure compliance with project specifications;
- Coordinate work with the COSA representative or designee and keep Project Manager informed of current activities;
- Provider may be required to review and provide response/recommendations about construction materials testing reports, documentation and work outputs that are originated by other construction materials testing consultants, contractors or regulatory agencies.

Each project will be assigned to a PSP which will provide the required professional disciplines within its own forces or qualified professionals subcontracted to the PSP. Each PSP will be required to minimize disturbance to others on the construction site and perform work in a safe manner and in accordance with OSHA regulations. PSP representatives shall follow construction site safety guidelines and wear appropriate personal protective equipment (PPE) when on an active construction site.

Some Providers 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 Providers may partner with similar or complimentary firms to cover the full range of services requested. Providers should only respond to this RFQ for the services for which they are qualified to provide or supervise and manage through subcontracts.

4. REQUEST FOR QUALIFICATIONS FORMAT

A. Response Instructions

Concise and well-organized RFQ responses are recommended. The RFQ response shall include at a minimum:

1. Executive summary on PSP's letterhead transmitting all required RFQ information.
2. Provider Qualifications and References: Provide a profile of experience for the Provider and all members of the firm. This section shall include but not be limited to the following:
 - a. Qualifications and relevant experience of your firm. List of similar projects, including (at a minimum): client name, size of client, timeline of project and if project was completed in the proposed timeframe.
 - b. References from present and former clients detailing completed projects, including: name, phone number, email address and physical address.
 - c. Length of time in business.
 - d. If your firm has previously done business with the City of San Angelo, list the project(s) and the point of contact.
 - e. Identification of the proposed Project Manager designated by the firm to provide the services, as well as resumes of the proposed key personnel that would be assigned to this project.

3. Insurance Coverage: Provide information on the types and amounts of insurance carried by your firm, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage.
4. In addition to the above information, a Provider may submit information it desires to demonstrate its understanding of the proposed projects; anticipated approach to the projects or anything it considers pertinent to this RFQ.

All material and models submitted in response to this RFQ becomes the property of the City. Blanket substitution of the proposer's standard contract terms or conditions for the City's proposed Professional Services Contract terms and conditions will not be permitted.

5. RESTRICTIONS ON COMMUNICATION

- A. Bidders should not communicate with: 1) elected City officials and their staff regarding the RFQ or Bids 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 Bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder 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 email 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 Bids, 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.



6. SELECTION PROCESS

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

Selection Committee Members

- Russell Pehl, City Engineer,
- Joe Mangrem, Project Engineer
- Lance Overstreet, Project Engineer
- Dusty Hohensee, Inspection Coordinator
- Patrick Frerich, Assistant Director of Operations

The City will evaluate all Bids 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 Bidder for a contract.

The City's process is as follows:

- A. The selection committee shall screen and rate all of the Bids that are submitted. Selection ratings will be based on 100-point scale. Ratings shall be based on the following criteria:
 1. Qualifications to Perform Tasks..... 40 Points
 2. Team Members & Previous Experience 30 Points
 3. Ability to Meet Schedules & Deadlines..... 30 Points

Total 100 Points
- B. The selection committee will select the most qualified firm(s) and may invite them for an interview with members of the selection committee.
- C. Should an interview be requested, Bidders should be prepared for 15 minutes of presentation and 15 minutes of questions and answers.
- D. City staff shall recommend a preliminary list of the most qualified firms to the City Council and request authority to enter into contract negotiations.
- E. When services and fees are agreed upon, the selected firm(s) will be offered an On-Demand contract. If the contract is expected to be over \$50,000, Council approval will be sought to approve the project.
- F. The City shall enter into negotiations based on ranking qualifications beginning with the highest ranked Bidder. The process shall continue until an agreement is reached by successful negotiation with the desired number of qualified Bidders.
- G. This RFQ does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a bid response. All finalists shall pay their own costs incurred in preparing for, traveling to and attending the interviews.

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7. PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SAN ANGELO AND _____.

This Professional Services Agreement ("Agreement") is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and _____ ("Provider"), effective as of the _____ day of _____, 20____ (the "Effective Date").

RECITALS

- A. City issued a Request for Qualifications No. ES-07-15 On-Demand Contract for Professional Services, Construction Materials Testing ("RFQ ES-07-15"), for lab construction materials testing services ("Services") on _____, 2015; Provider's response thereto ("Response") has been selected as a qualified Response for the provision of Services; and, Provider reaffirms all averments in Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.
- B. City wishes to engage the services of Provider, and Provider wishes to perform Services for City.
- C. On _____, 2015, the City Council of the City of San Angelo authorized the City Manager to negotiate and execute this Agreement, under the terms and conditions set forth herein.
- D. Provider's representative executing this Agreement on behalf of Provider has full and complete authority of Provider's governing body to bind Provider. The parties intend that this Agreement constitute the legal, valid and binding obligation of Provider and that this Agreement be enforceable in accordance with its terms.

TERMS:

- 1. **RECITALS:** The foregoing 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 three (3) years commencing on the Effective Date hereof.
- 3. **OPTION TO EXTEND:** City shall have two (2) options to extend the term hereof for a period of one (1) year each, subject to availability and appropriation of funds. City must notify Provider of its desire to exercise the option to extend the term hereof in writing ninety (90) calendar days prior to the expiration of this Agreement.
- 4. **SCOPE OF SERVICE:**
 - A. Provider agrees to provide Services as specifically described, and under the special terms, schedule(s) for performance and conditions set forth herein and in Exhibit "A" attached hereto, and made a part of this Agreement for all purposes.
 - 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 but not limited to payment of permit fees or occupational licenses, 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 Contract Documents; (v) services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality and under the same or similar circumstances and professional license; (vi) services provided under this Agreement shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the same profession.

5. COMPENSATION:

- A. The amount of compensation payable by City to Provider shall be based on the rates and schedules described in Exhibit "B" hereto, which by this reference is incorporated into this Agreement.
- B. Unless otherwise specifically provided in Exhibit "B", 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. CONTRACT DOCUMENTS: The following documents from the City of San Angelo are incorporated herein by reference for all purposes, as if fully set out verbatim:

RFQ ES-07-15, **Exhibit "D"**;

Provider's Response, **Exhibit "E"**

In the event of conflicts or discrepancies between the Contract Documents, the conflict or discrepancy will be resolved as provided under this Agreement, Section 14. "Resolution of Contract Disputes", with a purpose to produce the intended results. The interpretations will be based on the following priorities:

This Professional Services Agreement;

RFQ ES-07-15;

Provider's Response

7. 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. If City modifies and/or uses the documents for any reason other than their intended use without Provider's authorization, Provider shall be released from any liability associated with that use.

8. 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 Primary 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 Services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms found in Exhibit "A" and the contract documents. Provider shall make available to City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

9. 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.

10. PUBLIC RECORD: 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 required 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.

11. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: This Agreement is expressly made subject to all applicable federal, state, county and City laws, statutes, ordinances, rules, codes and regulations as set forth now or hereinafter adopted, enacted or amended (collectively referred to as "Regulations"), including but not limited to: Regulations specifically applicable to Services provided and Work performed under this Agreement. All of the foregoing Regulations are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein. Provider agrees that all Services provided and Work 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 Services provided and Work performed.

12. 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 reasonable 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 Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Provider or Provider's agent, consultant under contract, or another entity over which Provider exercises control (whether active or passive) of Provider or its employees, agents or sub-providers (collectively referred to as "Provider") (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 negligence or willful misconduct. 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 Services under this Agreement.

For Professional Liability Claims, Provider shall be liable for reasonable defense costs incurred by City but only after final adjudication and to the extent and percent that Provider or Provider's agents are found negligent or otherwise at fault.

13. 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 "C"** attached hereto, which by this reference is incorporated into this Agreement for all purposes, 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 "C"** 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 kinds 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, Provider shall be deemed in default of this Agreement.

14. 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 costs and expenses incurred by City in preparation and negotiation of this Agreement, as well as all costs and expenses in the procurement of Services, including consequential and incidental damages.

15. 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. 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 Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Provider's Request within the thirty (30) days of receipt of Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Provider's Request, the Official shall notify Provider the date upon which a decision shall be issued. Submission of Provider's Request for determination of the dispute is a condition precedent to Provider's ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Provider's written Request for determination, whichever occurs first, Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Provider's Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Provider's Request, the dispute shall be submitted to mediation at the sole discretion of 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 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 this Agreement unless further performance has been excused by termination of 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 City elects 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.⁴

16. 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 by Provider under this Agreement.

17. 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.

18. 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.

19. 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: Russell Pehl
72 W. College Ave.
San Angelo, Texas 76903
Phone: (325) 657-4201

TO PROVIDER:

Attn: _____

Phone: _____

20. AMENDMENTS: City or Provider may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of City and Provider, and approved by City. Such amendments shall not invalidate this Agreement, nor relieve or release City or Provider from their respective obligations under this Agreement.

21. MISCELLANEOUS PROVISIONS:

A. This Agreement shall be construed and enforced according to the laws of the State of Texas. This Agreement is governed by the laws of the State of Texas both as to interpretation and performance.

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. Venue for any cause of action arising under this Agreement is Tom Green County, Texas.

G. This Agreement shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

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

23. **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.

24. **CONTINGENCY CLAUSE:** City's 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 or change in regulations, upon thirty (30) days' notice.

25. **REAFFIRMATION OF REPRESENTATIONS:** Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement and RFQ ES-04-15.

26. **DOCUMENTS OF INCORPORATION:** This Agreement is expressly made subject to all exhibits and attachments hereto, to all applicable 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 the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

27. **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.

28. **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.

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

"City"
CITY OF SAN ANGELO,
a municipal corporation of the State of Texas

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

"Provider"

By: _____

Its: _____

ATTEST:

Secretary

APPROVED AS TO CONTENT:

Julia Antilley, Purchasing Manager

APPROVED AS TO FORM AND
CORRECTNESS:

Dan T. Saluri, Deputy City Attorney

APPROVED AS TO CONTENT:

Russell Pehl, City Engineer

APPROVED AS TO INSURANCE
REQUIREMENTS:

Charles Hagen, Interim Risk Manager

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
P.O. Box 1751, San Angelo, Texas 76902
Tel: (325) 657-4220 or 657-4212

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:

The scope of Construction Materials Testing Services work includes, but is not limited to the following in connection with various City projects:

- Conduct on-site construction materials sampling and testing;
- Conduct lab construction materials testing;
- Have the qualifications to perform construction materials testing in conformance with TxDOT, ASTM, and ACI test methods;
- Provide detailed reports of testing results;
- Provide review of concrete and hotmix designs to assure compliance with project specifications;
- Coordinate work with the COSA representative or designee and keep Project Manager informed of current activities;
- Provider may be required to review and provide response/recommendations about construction materials testing reports, documentation and work outputs that are originated by other construction materials testing consultants, contractors or regulatory agencies.

Each project will be assigned to a PSP which will provide the required professional disciplines within its own forces or qualified professionals subcontracted to the PSP. Each PSP will be required to minimize disturbance to others on the construction site and perform work in a safe manner and in accordance with OSHA regulations. PSP representatives shall follow construction site safety guidelines and wear appropriate personal protective equipment (PPE) when on an active construction site.

Some Providers 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 Providers may partner with similar or complimentary firms 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.

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
P.O. Box 1751, San Angelo, Texas 76902
Tel: (325) 657-4220 or 657-4212

EXHIBIT "B"

COMPENSATION

Provider shall provide Services under this Agreement as specifically described, and under the special terms and conditions set forth in RFQ ES-07-15. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

PAYMENT OF COMPENSATION

Provider shall submit to City a monthly 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.

REIMBURSEMENT FOR EXPENSES

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

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EXHIBIT "C" SPECIAL INSURANCE RIDER

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 insured's 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 contractors (to remain in force for two years after final payment). Coverage limits 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 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Provider and the additional insured's 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 be as follows:

\$ 1,000,000.00	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

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. Limit of liability per claim shall not be less than:

\$ 1,000,000.00	Per Claim/Aggregate
-----------------	---------------------

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.

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
P.O. Box 1751, San Angelo, Texas 76902
Tel: (325) 657-4220 or 657-4212

EXHIBIT "D"
RFQ ES-07-15

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
P.O. Box 1751, San Angelo, Texas 76902
Tel: (325) 657-4220 or 657-4212

EXHIBIT "E"
PROVIDER'S RESPONSE TO RFQ ES-04-15

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
P.O. Box 1751, San Angelo, Texas 76902
Tel: (325) 657-4220 or 657-4212

(Sample Letter) **OPTION TO EXTEND TERM**

Date

Vendor Address

Attn:

XXXXXXXXXX

XXXXXXXXXXXX

Reference: RFQ # ES-07-15 Construction Materials Testing / Request to Exercise Option to Extend Term

Dear Vendor:

Per the terms of the above references Request for Qualifications, the initial qualifying term for participation for the On-Demand Agreement providing Construction Material Testing for the City of San Angelo was effective _____ xx, 2015, and will terminate _____ for each Professional Service Provider's (PSP) unless the option the extend the term of the agreement is exercised.

The option to renew participation will be for one (1) additional, one (1) year term and must be exercised by _____, 201X by the City and the PSP, or the PSP will no longer be qualified to participate in the On-Demand Agreement program.

☐

Option #1: Option to Extend for one (1) additional one (1) year term. By exercising the Option to Extend Term, the qualifying period for this PSP is extended through _____ xx, 201x.

☐

Option #2: 90 day Notice of Termination. The vendor acknowledges that they will be ineligible to provide service for the City for the duration of the Agreement term, once removed from the Qualified PSP Agreement.

This is Notification to Exercise the Option to Extend Term must be signed and submitted to my attention by _____.

Sincerely,

Joe Mangrem
Contract Administrator

Company Name

City of San Angelo

Signature

Signature

Printed Name

Printed Name

Title

Title

Address

Date

City, State, Zip Code

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
P.O. Box 1751, San Angelo, Texas 76902
Tel: (325) 657-4220 or 657-4212

8. FORMS

SUBMISSION FORMS

PLEASE RETURN ALL FORMS THIS PAGE AND BEYOND

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

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
P.O. Box 1751, San Angelo, Texas 76902
Tel: (325) 657-4220 or 657-4212

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
PURCHASING DEPARTMENT
P.O. Box 1751, San Angelo, Texas 76902
Tel: (325) 657-4220 or 657-4212

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, 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/confliict forms.htm](http://www.ethics.state.tx.us/whasnew/confliict%20forms.htm).

A current list of City of San Angelo officers is available in the office of the City of San Angelo City Clerk, 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 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 Request for Bids, Request for Bids, or Request for Qualifications or by conducting business with the City, 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		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;">1 Name of vendor who has a business relationship with local governmental entity.</div>		
<div style="border: 1px solid black; padding: 2px;"><div style="display: flex; align-items: center;"><div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div><div>2 Check this box if you are filing an update to a previously filed questionnaire.</div></div><p style="margin-top: 10px;">(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.)</p></div>		
<div style="border: 1px solid black; padding: 2px;"><div style="border: 1px solid black; padding: 2px;">3 Name of local government officer about whom the information in this section is being disclosed.</div><div style="text-align: center; margin-top: 10px;">_____ Name of Officer</div><p style="margin-top: 10px;">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.</p><p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p><div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div><p>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?</p><div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div><p>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?</p><div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div><p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p></div>		



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
P.O. Box 1751, San Angelo, Texas 76902
Tel: (325) 657-4220 or 657-4212

Local Government Officers of the City of San Angelo
As defined by Chapter 176 of the Texas Local Government Code
(Revised 05/20/15)

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:

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

Executive Director: Roland Peña



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 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 Non-procurement 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.

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
P.O. Box 1751, San Angelo, Texas 76902
Tel: (325) 657-4220 or 657-4212

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.

Business Name _____

Date _____

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative

Address

City, State, Zip Code

THIS FORM MUST BE RETURNED WITH QUALIFICATIONS

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
P.O. Box 1751, San Angelo, Texas 76902
Tel: (325) 657-4220 or 657-4212

References

Company Name: _____

Contractor References

References: Name five (5) projects of similar work, giving owner's name, owner's representative's name, scope of work contract period, and telephone numbers for each. References must be provided for owners of similar size and scope as the proposed City project.

Reference One

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

Reference Two

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

Reference Three

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

Reference Four

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

THIS FORM MUST BE RETURNED WITH QUALIFICATIONS

Reference Five

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

MUST BE RETURNED WITH QUALIFICATIONS



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

Letter of Interest

RFQ No: ES-07-15 / Professional Services – Construction Materials Testing
Deadline: November 13, 2015, 2:00 P.M.

The undersigned Provider submits the following information (this **RFQ submittal**) in response to that Request for Qualifications (as amended by any Addenda), issued by the City of San Angelo, Texas ("City") **to perform professional services in the preparation of construction materials testing**. Enclosed, and by this reference incorporated herein and made a part of this RFQ, are the following:

- Completed RFQ Letter Of Interest form
- Completed Conflict Of Interest form (if applicable)

Provider is responsible for calling the City to determine if any addendums have been issued.

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

Provider 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 Provider, and that the required materials to be submitted will become the property of the City and will not be returned.

Provider agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFQ. Provider 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

No Bid Reply

For CFM-09-15 Professional Construction Materials 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!