

**CITY OF SAN ANGELO
REQUEST FOR BIDS**

VEHICLE MAINTENANCE

Fuel Purchases

RFB No. VM-06-15



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

Submittal Deadline

November 10, 2015/2:00 PM, Local Time

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

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1. INTRODUCTION

1.1. General

The City of San Angelo Vehicle Maintenance Department is requesting bids for the procurement of bulk fuels to be delivered to locations identified on the Bid Invitation. The quantities listed on the Bid Tab are estimates and may vary based on usage. The City of San Angelo does not guarantee the amounts listed will be purchased under this contract.

1.2. Disqualification

The bidder 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.

1.3. Bid Format

Bid documents are available in the Purchasing Division or may be downloaded at the City's website at: **www.cosatx.us** > Bid Information > RFB: VM-06-15/Fuel Purchases

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

1.4. No Bid Instructions

The City requires a response to any RFB's mailed to potential bidders. Should a company receive an RFB, but choose not to bid, then in order to remain on the City of San Angelo's Potential Bidders List you must submit a "No Bid". To submit a No Bid, complete the Bid Sheet by entering "No Bid" on Line Item 1, complete the Contact Information section, and mail the Bid Sheet pages before the deadline. Firms that do not respond will be removed from the bidders list.

1.5. Restrictions on Communication

Bidders should not communicate with: 1) elected City officials and their staff regarding the RFB or Bids from the time the RFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFB and/or Bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's Bid from consideration.

All questions must be sent by email to:
Julia Antilley, Purchasing Division Manager
sapurch@cosatx.us

1.6. Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Department will issue an addendum addressing the nature of the change. Respondents must **sign and include it in the returned bid package**. Addenda will be posted on the City's website and mailed to the bidder's list. Firm is responsible for contacting the City or checking the City's website to determine if any addendums have been issued.

1.7. Interpretations

All questions about the meaning or intent of the Contract Documents, including specifications shall be submitted to Owner in writing. Replies will be issued by Addenda mailed, faxed, emailed, or delivered to all parties recorded by Owner as having received the bid documents. Questions received less than ten (10) days prior to

the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

1.8. Confidentiality

All bids submitted shall remain confidential. After award, 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.

1.9. Award of Contract

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

1.10. 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 proposal will rely. If the Bidder receives an award, failure to have made such investigation and examinations will in no way relieve the Bidder from his obligation to comply in every detail with all provisions and requirements.

1.11. Copies Of Bid Tabulation Results

For a copy of the Bid Tabulation results, send a self-addressed stamped envelope to: Purchasing Department, City of San Angelo, 72 W. College, San Angelo, Texas 76903.



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

2. DEADLINE AND DELIVERY LOCATION

2.1. Deadline

Sealed Request for Bids (RFB) submittals must be received and time stamped, **November 10, 2015, 2:00 PM, Local Time.** The clock located in Purchasing will be the official time.

2.2. Copies

- A. Submit two (2) **unbound** originals and two (2) **bound** complete copies of your bid. (Staples and binder clips are acceptable).
- B. Enclose one (1) USB Flash Drive containing digital copies of:
 - 1) Bid Sheets,
 - 2) Specification Worksheets,
 - 3) Manufacturer Specification Data Sheet, and
 - 4) Bid Forms.

Digital copies may be scanned.

2.3. Sealed Envelope Formatting

Mark Sealed Bid Envelope: **"RFB NO. VM-06-15/Fuel Purchases"**

2.4. Delivery Addresses:

USPS: City of San Angelo
Purchasing Division, RFB: VM-06-15
72 West College Avenue
San Angelo, Texas 76903

Delivery Services: City of San Angelo
Purchasing Division, RFB: VM-06-15
72 West College Avenue, Suite 330
San Angelo, Texas 76903

It is the sole responsibility of the bidder to ensure that their bid is properly packaged, addressed as reflected above, and that it arrives at the above location by the specified deadline regardless of delivery method selected. Bids MUST be received BEFORE deadline. Late bids will be not accepted.

Faxed or electronically transmitted bids will not be accepted

2.5. Points Of Contact

Julia Antilley, Purchasing Manager
Purchasing Department
City of San Angelo
72 West College Avenue
San Angelo, Texas 76903
Sapurch@cosatx.us
325-657-4219

Ryan Kramer, Superintendent
Vehicle Maintenance
City of San Angelo
1727 St. Ann
San Angelo, Texas 76905



3. INSTRUCTIONS TO BIDDERS

3.1. Proposal/Bid Interpretation

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawings, specifications, etc. must be requested in writing ten (10) days prior to the deadline to the **Purchasing Department** to allow sufficient time for evaluation and reply to all prospective bidders before the submission of their bids. The bid invitation number must appear on all correspondence, inquiries, etc. pertaining to the invitation. Oral explanations or instructions given before the award of the contract are not binding and do not form a part of or alter in any way, the written agreement.

3.2. Corrections, Additions, Or Deletions

Corrections, additions, or deletions to any portion of the invitation will be in the form of a written amendment or addendum.

3.3. Acceptance of Proposal 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 award, failure to have made such investigation and examinations will in no way relieve the Bidder from his obligation to comply in every detail with all provisions and requirements.

3.4. Specifications

The specifications herein shall be the basis of comparison and where a definite item is specified it is not the intention to discriminate against any product made by another manufacturer, but rather, the intention is to set a definite standard, style, and function. Bidders are required to quote equipment that will meet or exceed the minimum or maximum specifications herein.

3.5. Substitutions

It is the intention of the City of San Angelo to purchase fuel equal to, or superior, to that specified. **Variation from the specification must be noted in bid by bidder. Absence of noted variations will be interpreted to mean that the item quoted is in exact accordance with the specification.** Each bidder, if not bidding on specified product, is required to furnish with his bid, a complete detailed description, and specifications of each item upon which he is bidding, supported by the manufacturer's catalog, photographs, guarantee, complete name, and any other pertinent information. An "or equal" item must reflect the general appearance, design, dimensions, or color of the item specified. Samples, if required, shall be furnished free of expense to the City. Samples not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with Bidder's name, address, and Bid Number reference. Approval of substitute "or equal" items remains with the City and in all cases is final. In the event an item is not accepted as an "or equal", the City may allow the vendor to supply the remaining items meeting specifications at the bid price.

3.6. Materials

The bidder certifies all materials and equipment supplied resulting from this bid invitation shall be new and unused, unless noted elsewhere in the invitation.

3.7. Bid Items

Bidders are expected to examine all specifications, drawings, standard provisions, and instructions. FAILURE to do so will be at the bidder's risk. Bids are to be submitted on each item and total extended, however more than one bid may be submitted on products meeting the specifications.

3.8. Taxes

All quotations are to be submitted less Federal Excise and State of Texas Sales Taxes. Tax exemption certificates will be executed upon request. **The City's federal tax identification number is 75-6000-659-9.**

3.9. Authorized Signature

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



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3.10. Modification Or Withdrawal Of Bids

Bid pricing **CANNOT** be altered or amended after the closing time. Bids may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Department. A bid may also be withdrawn in person by a bidder or his authorized agent, provided his identity is made known and he signs a receipt for the bid. No bid may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Department.

3.11. Prices

Bidder is to quote its lowest and best price Free On Board (F.O.B.) destination on each item to shipping location in San Angelo, Texas unless otherwise specified in the invitation. Pricing shall include packaging, transportation, unloading, and any trade, and cash discounts will be taken, if earned. Bids must be firm, however if a bidder believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid. Pricing is to be submitted on units of quantity specified with extended totals, however in the event of a discrepancy in extension, the unit prices shall govern. Pricing shall be entered on the Bid Sheet in ink or typewritten.

3.12. Delivery Date

Bid must show the number of calendar days required to place the materials at the place of destination under normal conditions. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disregarded.

3.13. Default In Delivery

The vendor must keep the City advised at all times as to the status of the order. When delivery delay can be foreseen, the vendor shall give prior notice to the Purchasing Department who shall have the right to extend the delivery date if reasons for delay are reasonable and acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy, shall cause the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

3.14. Delivery Times

Deliveries will be accepted only during normal working hours, i.e.; 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m., Monday thru Friday, unless prior arrangements have been made. For large orders, 24 hours notice to the Receiving Department is required to eliminate delays in delivery.

3.15. Evaluation Factors

It is **not** the policy of the City to purchase on the basis of low bids alone. In evaluating bids, the following considerations shall be taken into account to determine the "best value" for the City.

- A. the purchase price;
- B. the reputation of the vendor and of the vendor's goods or services;
- C. the quality of the vendor's goods or services;
- D. the extent to which the goods or services meet the City's needs;
- E. the vendor's past relationship with the City
- F. the impact on the ability of the City to comply with laws and rules relating to historically underutilized businesses;
- G. the total long-term cost to the City to acquire the vendor's goods or services; and,
- H. any other relevant factor specifically listed in the request for bids and proposals.

3.16. Partial Award

Bidders may furnish pricing for all or any portion of the bid invitation. UNLESS bidder specifies otherwise in his bid, the City may award contracts for any item or group of items listed.

3.17. Reservations

The City expressly reserves the right to accept, reject, or cancel all bids AND:

- A. Waive any defect, irregularity, or informality in any bid or bidding procedure.
- B. Extend the bid closing time and date.
- C. Reissue a bid invitation or proposal.
- D. Procure any item by other means.
- E. Increase or decrease the quantity specified, unless the bidder specifies otherwise.



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- F. Waive as an informality, minor deviations from specifications at a lower price than the low bid meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and overall function is improved or not impaired.
- G. Consider and accept an alternate bid as provided herein when most advantageous to the City.
- H. Extend any contract when most advantageous to the City.
- I. The City reserves the right to award multiple contracts based on low bids for individual items or groups of similar items.

3.18. Acceptance

The vendor's signature on the bid constitutes an offer to sell under the terms and conditions contained in the bid. Notice of Award (sample follows) constitutes acceptance of the offer to sell and consummates the binding contractual agreement, as well as the delivery of a Purchase Order with the valid signature of the procurement official.



CITY OF SAN ANGELO
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NOTICE OF BID AWARD

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

Date: October 27, 2015

Name

Company Name

Address

City, State Zip code

Dear Mr. Last Name:

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

The contract documents consist of **RFB: AA-99-99, your responsive bid, and this signed letter (your award acceptance).** The term of the contract will be for **..... effective Month Day, Year.**

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

Sincerely,

Your Name, Title

Your Department

Acceptance

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

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

_____ day of _____, 2015.



3.19. 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.

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:

\$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
\$ 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:

\$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

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**

1.5 ENVIRONMENTAL LIABILITY.

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



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beginning from the time the Contract has expired. Policy limits shall not be less than:

\$1,000,000.00	Pollution Liability & Indemnification
\$1,000,000.00	Per Loss
\$1,000,000.00	Annual Aggregate



4. TERMS AND CONDITIONS

4.1. Order Placement

No order shall be accepted without a Purchase Order and all invoices must reflect the Purchase Order number. City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Bidder by City. Accepting orders without a Purchase Order number shall be at the risk of the Bidder.

4.2. Seller To Package Goods

The seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows:

- A. Seller's name and address.
- B. Consignee's name and address
- C. Purchase Order or purchase release number, and the supply agreement number if applicable.
- D. Container number and total number of containers, e.g., box 1 of 4.
- E. The number of the container bearing the packing slip. Seller shall pay cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to the requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4.3. Shipment Under Reservation Prohibited

Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

4.4. Title & Risk Of Loss

The title and risk of loss of the goods shall not pass to City until City actually receives and takes possession of the goods at the point or points of delivery.

4.5. Delivery Terms And Transportation Charges

F.O.B. destination unless delivery terms are specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided City shall have the right to designate what method of transportation shall be used to ship the goods. Delivery may be a consideration in the award when shown to be a benefit to the City.

4.6. No Replacement Of Defective Tender

Every tender or delivery of goods must fully comply with all provisions of this contract as to the method and place of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and Bidder will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Bidder may reasonably notify City of his intention to cure and may then make a conforming tender within the contract time.

4.7. Place Of Delivery

The place of delivery shall be Vehicle Maintenance Department:

**Vehicle Maintenance Department
City of San Angelo
1727 St. Ann
San Angelo, TX 76905**

The terms of this agreement are "no arrival, no sale".

4.8. Invoices & Payments

Seller shall submit separate invoices, in duplicate, on each purchase order after or at the time of each delivery. Invoices shall indicate the **purchase order** number and the supply agreement number, if applicable. Invoices



CITY OF SAN ANGELO
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shall be itemized and they shall list transportation charges, if any, separately. A copy of the bill of lading, and the freight waybill, when applicable, should be attached to the invoice. Payment shall not be due until the above instruments are submitted on or after delivery. If invoices are not included in the delivery package then they should be mailed to the ordering department.

Payment may be withheld, without penalty, by City, at the discretion of the City, to Seller until all required documents pertaining to the sale are received by the City. The invoice will not be considered valid until all documentation is received.

City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by City.

The City of San Angelo is exempt from federal excise and state sales/use taxes, ad valorem taxes and personal property taxes; therefore, such taxes must not be included in bids. The City is not exempt from state fuel taxes. Bids must be complete and all inclusive. City of San Angelo will not pay additional taxes, surcharges or other fees not included in bid prices.

4.9. Gratuities

The City may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by City that gratuities were offered from an agent or representative of the Seller to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by Seller in providing such gratuities.

4.10. Special Tools & Test Equipment

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any drawings or related documents thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.

4.11. Warranty-Price

The price to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than seller's current prices on orders by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, reduced to the Seller's current prices on orders by others, or in the alternative, City may cancel this contract without liability to seller for breach or Seller's actual expense.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of the warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4.12. Warranty-Product

Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions.

4.13. Safety Warranty

Seller warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by City will be at Seller's expense.



4.14. No Warranty By City Against Infringements

As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall City be liable to Seller for indemnification in the event that seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify City to this effect in writing within two weeks after the signing of the agreement. If City does not receive notice and a claim of infringement is made, Seller will indemnify, defend, and hold harmless City, its Council members, officials, agents, consultants, and employees free and harmless from and against any and all claims, suits, judgments, costs, penalties, fines, damages, and attorneys' fees and expenses asserted by any person or persons. If Seller, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be void.

4.15. Right Of Inspection

City shall have the right to inspect the goods at delivery before accepting them. Acceptance of the goods upon delivery should in no way constitute a waiver of any right or privilege contained with this contract or under law.

4.16. Cancellation

City shall have the right to cancel for default all or any part of the undelivered portion of the order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which City may have in law or equity.

4.17. Termination

Performance under this contract may be terminated in whole, or in part by the City in accordance with this provision. Termination performance hereunder shall be effected by the delivery to seller of a "Notice of Termination" specifying the extent to which performance under this contract is terminated and the date upon which such termination becomes effective.

4.18. Force Majeure

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence said party is unable to prevent.

4.19. Assignment-Delegation

No right or interest in the contract shall be assigned nor shall any delegation of any obligation made by Seller be valid without the written permission of the City. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

4.20. Waiver

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

4.21. Modifications

This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

4.22. Interpretation-Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.

4.23. Applicable Law

This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.



4.24. Advertising

Seller shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.

4.25. Right To Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

4.26. Equal Employment Opportunity

Seller agrees that during the performance of its contract it will:

Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Seller shall be advised of any complaints filed with the City alleging that Seller is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included; however, the Seller is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

4.27. Conflict Of Interest

Seller agrees to comply with the conflict of interest provisions of the City Of San Angelo Charter and Code of Ordinances. Seller agrees to maintain current, updated disclosure of information on file with the Purchasing Dept. throughout the term of the contract.

4.28. Legal Venue

San Angelo, Tom Green County, Texas

4.29. Funds – Price

The seller (s) submitting the best bid for each item will establish a price agreement with the City. The item(s) ordered will be selected based on the availability of funds, needs of each user, price, delivery, and value to the City.

4.30. Claims For Overcharges

Seller hereby assigns to City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

4.31. Terms and Price Agreement

This contract is legally binding and will be effective for two (2) years effective from the date the bid is awarded by the City council and may be automatically renewed for three (3) additional one (1) year terms. Either party reserves the right to opt out of the renewal with 60 days' written notice to the other party. If multiple vendors are awarded, renewal or cancellation with one party does not force the same action with all awarded vendors.



5 SPECIFICATIONS

5.1. Content Specifications

All bids must include a copy of the manufacturer's content specifications for each item bid.

5.2. Additive Identification

Any additive used must be identified by brand or trade name and manufacturer's specifications with bid.

5.3. Pricing

5.3.1. Additional Cost

All additional costs associated with the delivery and invoicing of the product purchased shall be used for pricing. State and Federal taxes are NOT included in additional cost calculations.

5.3.2. Invoicing

Invoicing of gallons shall be from the manifests **temperature adjusted/net gallons**.

5.4. Contract Renewal

This contract shall be for a term of two (2) years and may be automatically renewed for three (3) additional one (1) year terms. Either party can opt out of the renewal with 60 days' written notice to the other party. Renewal with one party does not force renewal of all parties. The City reserves the right to remove vendors at any point.

5.5. Product Specifications

5.5.1. Refinery Analysis

Successful bidder may be required to furnish refinery analysis sheets on each transport of fuel.

5.5.2. Laboratory Testing

The City reserves the right to have laboratory tests run on the products furnished, at its option, and to cancel the contract any time the minimum specifications are not met.

5.6. Fuel Specifications

5.6.1. Diesel Fuel

- A. Red Dyed Diesel Grade No. 1-D S15 meeting or exceeding ASTM D975 specifications.
- B. May contain up to 5% Bio-diesel.

5.6.2. Unleaded Fuel

- A. Unleaded Gasoline meeting or exceeding ASTM D4814 specifications.
- B. May contain a maximum Ethanol content of 10% of volume. Ethanol must meet or exceed ASTM D4806 specifications.
- C. Must meet or exceed Octane levels as specified on Bid Sheets.

5.7. Ordering Information

5.7.1. Quotes

Quotes for product rack prices are preferred to be sent electronically daily to Vehicle Maintenance. Alternatively, quote requests can be made by phone from the selected vendors. Requested quotes will be for the daily RACK price of the requested product.

5.7.2. Awards

Awards will typically be given for the lowest delivered price. The City reserves the right to award delivery on factors other than price when applicable.

Awarded quotes and products will be ordered by phone. Vendors may opt to receive orders via fax or email, if requested. The Vehicle Maintenance Superintendent, or his designated representative(s), shall order on an as-needed basis.

5.8. Delivery

Delivery shall be made within twenty-four (24) hours of the order being placed. Emergency situations occur and will be handled on an as-required basis.

If delivery is not accomplished within the time frame specified above, the City reserves the right to procure the product from the next lowest bidder. It shall also be the City's right to bill the contractor for the difference between the lowest quoted price and the delivered price as a penalty for the inability to deliver.

5.9. Spillage and Cleanup

The vendor shall be held responsible for all spillage which may occur during transit and unloading operations. The vendor shall immediately report any spillage to the Vehicle Maintenance Office, report to the governing State Agency, and clean up the spill as required by State and/or Federal regulations.

5.10. Intent

The City will contract with the lowest responsible bidder(s) that have submitted bids for the contract period for fuel requirements on an as-needed basis.

The determination of lowest responsible bidder(s) at the time of purchase shall be based on the following:

- A. The lowest rack price of a brand name from a refinery or terminal, plus,
- B. The Additional Cost submitted with this bid (i.e.: administrative costs, Superfund, SARA, freight, etc.) per gallon, and, when applicable, the additional cost for delivery to various sites outside the city limits of San Angelo.



No Bid Reply Form

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

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

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

PLEASE PRINT

We wish to:

Remain On ()

Be Deleted From ()

the list of bidders for the City of San Angelo.

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

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

- () 4. We do not feel we can be competitive.
- () 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- () 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: _____

- () 7. We do not sell the items or provide the services requested.
- () 8. Other: _____

Firm _____

Signed _____

Date _____

6. BID SUBMISSION FORMS

Enclose one (1) USB Flash Drive containing digital copies of:

1. Bid Sheets

- a) Refer to Instructions to Bidders before completing Bid Sheet
- b) Price – Quote your best price F.O.B. destination, on each item
- c) Delivery Date – Promised delivery times in Calendar Days after receipt of Purchase Order

2. Specification Worksheets

3. Manufacturer Specification Data Sheet for each product being quoted **(REQUIRED)**

4. Bid Forms

- a) Addendum Acknowledgment Form
- b) Conflict of Interest Questionnaire
- c) Local Preference Consideration Application
- d) Debarment and Suspension Certification
- e) Vendor References
- f) Contact Information/ IRS Form W-9
- g) All other forms/documents as specified

Digital copies may be scanned, electronically completed forms saved to USB, or other acceptable methods of document retention. Submit two (2) **unbound** originals and two (2) **bound** complete copies of your bid **(Required)**

PLEASE RETURN ALL FORMS BEYOND
THIS POINT WITH YOUR BID SUBMISSION



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

Addendum Acknowledgement

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

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

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

THIS FORM MUST BE RETURNED WITH THE BID

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CITY OF SAN ANGELO
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Disclosure of Certain Relationships

NOTICE TO VENDORS

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

A current list of City of San Angelo and City of San Angelo Development Corporation 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 or City of San Angelo Development Corporation Request for Bid 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 "John Kelly", is written over the printed name.

Purchasing Manager

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

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

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4.

Signature of person doing business with the governmental entity

Date



CITY OF SAN ANGELO
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72 West College Avenue, San Angelo, Texas 76903
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LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised August 2015)

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

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

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

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

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

Executive Director: Roland Peña

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CITY OF SAN ANGELO
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Local Preference Consideration Application

Business Name: _____

Physical Address: _____

Mailing Address: _____

City: _____

Zip Code: _____

Business Type:

- ☐ Corporation – Indicate state of incorporation _____
- ☐ Partnership – Indicate “general” or “limited” _____
- ☐ Sole proprietorship _____

Basis For Preference (Check applicable box(s) if physical location of business is not within the City Limits of the City of San Angelo.

- ☐ The business is a partnership with residents of the City of San Angelo owning a majority beneficial interest in the partnership (Attach a list of partners with names and addresses).
- ☐ The business is a sole proprietorship owned by a resident of the City of San Angelo (Attach name and address of owner).

Attachments: *Describe in writing, and attach supporting documentation*, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

Authorized Representative Signature: _____

Printed Name: _____

Title: _____ Date: _____

Local Preference Consideration

Section 271.9051 of the Texas Local Government Code "CONSIDERATION OF LOCATION OF BIDDERS PRINCIPAL PLACE OF BUSINESS":

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a bidder who is not a resident of the municipality, the municipality may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects, Telecommunication and Information Technology Bids or any purchases \$100,000.00 or greater.

If you DO NOT have your principal place of business located within the City of San Angelo city limits – STOP – do not fill out this form.

This "Application For Local Preference Consideration" does *not* mean that the City of San Angelo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.

Bidders who wish to qualify under the local preferences law must have their principal place of business located within the San Angelo city limits.

If your principal place of business is within the San Angelo city limits and you want to apply for local preference consideration, then you must:

1. Complete the **Local Preference Consideration Application**, and
2. ***Describe in writing and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.



CITY OF SAN ANGELO
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Debarment and Suspension Certification

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

Business Name _____

Date

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative



Instructions for Certification

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



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

Vendor References

Please list six (6) governments (**other than City of San Angelo**) and/or businesses that can verify the quality of goods/services your company provides. References should be of similar size and scope of this bid.

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: _____

REFERENCE FIVE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE SIX

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____



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Authorized Signature/Contact Information

Firm Name: _____
Mailing Address: _____
City, State Zip Code: _____
Authorized Signature: _____
Print Name/Title: _____ Date: _____
Tax ID: _____
Payment Terms: _____
Telephone: _____ FAX: _____
Email: _____

Please attach IRS form W-9

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

COOPERATIVE PURCHASING: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply?

Please Check Y/N:

_____ Yes _____ No

Governmental Entities utilizing Inter-Governmental Contracts with the City will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their material/services as needed. (e.g. Tom Green County, etc)

CREDIT CARD PAYMENTS:

Do you accept purchasing cards: _____ Do you offer a discount if payment is made with a Purchasing Card: _____
The Purchasing Department would like Procurement Card payment as a standard method of payment for goods and services. Payment would be upon completion of work.



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Price Sheet 1
DIESEL TANKWAGON
(APPROXIMATELY 15,000 GALLONS)

Diesel, red dye.

Price per gallon based on rack purchase price plus the **additional cost per gallon submitted with this bid.
****additional cost per gallon will be the bidders additional charges to cover administrative costs, freight costs, handling costs, Superfund, SARA, etc. and does NOT include rack price.**

Lowest bidder will be identified as the lowest sum of the rack price submitted at the time of quote request plus the **additional cost per rack submitted (i.e.: Lowest Price = Rack Price + Additional Cost).**

Additional cost to be firm for the period of this contract.

Invoicing to be accompanied by Truck Manifest and verification of rack price at time of pickup when purchases exceed 5,000 gallons.

REFINERY/TERMINAL	ADDITIONAL COST	TERMS/DISCOUNTS
San Angelo	\$ _____	_____ % _____ days
_____	\$ _____	_____ % _____ days
_____	\$ _____	_____ % _____ days
_____	\$ _____	_____ % _____ days

Additional delivery cost per gallon within a 5 mile radius of the city limits of San Angelo.
\$ _____.

Additional delivery cost per gallon outside a 5 mile radius of the city limits of San Angelo.
\$ _____.

PLEASE LIST ADDITIONAL REFINERY/TERMINAL AS NEEDED



CITY OF SAN ANGELO
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Price Sheet 2
UNLEADED GASOLINE TANKWAGON
(APPROXIMATELY 24,000 GALLONS)

Unleaded Gasoline, **87 Octane minimum.**

Price per gallon based on rack purchase price plus the **additional cost per gallon submitted with this bid.
****additional cost per gallon will be the bidders additional charges to cover administrative costs, freight costs, handling costs, Superfund, SARA, etc. and does NOT include rack price.**

Lowest bidder will be identified rack price submitted at the time of bid plus the **additional cost per rack submitted (i.e.: Lowest Price = Rack Price + Additional Cost).**

Additional cost to be firm for the period of this contract.

Invoicing to be accompanied by Truck Manifest and verification of rack price at time of pickup when purchases exceed 5,000 gallons.

REFINERY/TERMINAL	ADDITIONAL COST	TERMS/DISCOUNTS
San Angelo	\$ _____	_____ % _____ days
_____	\$ _____	_____ % _____ days
_____	\$ _____	_____ % _____ days
_____	\$ _____	_____ % _____ days

Additional delivery cost per gallon within a 5 mile radius of the city limits of San Angelo.
\$ _____.

Additional delivery cost per gallon outside a 5 mile radius of the city limits of San Angelo.
\$ _____.

PLEASE LIST ADDITIONAL REFINERY/TERMINAL AS NEEDED



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Price Sheet 3
DIESEL TRANSPORT
(APPROXIMATELY 300,000 GALLONS)

Diesel, red dye.

Price per gallon based on rack purchase price plus the **additional cost per gallon submitted with this bid.
****additional cost per gallon will be the bidders additional charges to cover administrative costs, freight costs, handling costs, Superfund, SARA, etc. and does NOT include rack price.**

Lowest bidder will be identified rack price submitted at the time of bid plus the **additional cost per rack submitted (i.e.: Lowest Price = Rack Price + Additional Cost).**

Additional cost to be firm for the period of this contract.

Invoicing to be accompanied by Truck Manifest and verification of rack price at time of pickup when purchases exceed 5,000 gallons.

REFINERY/TERMINAL	ADDITIONAL COST	TERMS/DISCOUNTS
San Angelo	\$ _____	_____ % _____ days
_____	\$ _____	_____ % _____ days
_____	\$ _____	_____ % _____ days
_____	\$ _____	_____ % _____ days

Additional delivery cost per gallon within a 5 mile radius of the city limits of San Angelo.

\$ _____.

Additional delivery cost per gallon outside a 5 mile radius of the city limits of San Angelo.

\$ _____.

PLEASE LIST ADDITIONAL REFINERY/TERMINAL AS NEEDED



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Price Sheet 4
UNLEADED GASOLINE TRANSPORT
(APPROXIMATELY 500,000 GALLONS)

Unleaded gasoline, **87 octane minimum.**

Price per gallon based on rack purchase price plus the **additional cost per gallon submitted with this bid.
****additional cost per gallon will be the bidders additional charges to cover administrative costs, freight costs, handling costs, Superfund, SARA, etc. and does NOT include rack price.**

Lowest bidder will be identified rack price submitted at the time of bid plus the **additional cost per rack submitted (i.e.: Lowest Price = Rack Price + Additional Cost).**

Additional cost to be firm for the period of this contract.

Invoicing to be accompanied by Truck Manifest and verification of rack price at time of pickup when purchases exceed 5,000 gallons.

REFINERY/TERMINAL	ADDITIONAL COST	TERMS/DISCOUNTS
San Angelo	\$ _____	_____ % _____ days
_____	\$ _____	_____ % _____ days
_____	\$ _____	_____ % _____ days
_____	\$ _____	_____ % _____ days

Additional delivery cost per gallon within a 5 mile radius of the city limits of San Angelo.
\$ _____.

Additional delivery cost per gallon outside a 5 mile radius of the city limits of San Angelo.
\$ _____.

PLEASE LIST ADDITIONAL REFINERY/TERMINAL AS NEEDED