

\$5.00

REQUEST FOR BID CITY OF SAN ANGELO

RECREATION DEPARTMENT

SENIOR CENTER FOOD & NUTRITION

RFB: REC-01-16



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

Submittal Deadline
December 8, 2015/2:00 PM, Local Time

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

1. INTRODUCTION

1.1. General

The City of San Angelo is requesting bids for the purchase of food for the Senior Nutrition Program. The contract will be for one year with two (2) one (1) year renewal options.

1.2. Document Availability

Bid documents are available in the Purchasing Division or may be downloaded at the City's website at www.cosatx.us > Bid Information > RFB: REC-01-16/ Senior Center Food & Nutrition

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.

1.3. Required Response

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.

1.4. 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.

It is suggested that all questions be sent by email to:

Julia Antilley, Purchasing Division Manager

Email: sapurch@cosatx.us

1.5. 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 the Addenda and include it in the returned bid**. Addenda will be posted on the City's website and mailed to the bidder's list. All Bidders are responsible for contacting the City or checking the City's website to determine if any addendums have been issued.

1.6. 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 on the City's website. Questions received less than seven (7) 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.

1.7. 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 proposal unless clearly identified as such.

1.8. 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 solicitation process. The City is an equal opportunity employer.

1.9. 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.

1.10. Copies Of Bid Tabulation Results

For a copy of the Bid Tabulation results, send a self-addressed stamped envelope to: City of San Angelo, Purchasing Department, 72 W. College Avenue, Suite 330, San Angelo, Texas 76903. Bids Tabs can also be downloaded from the City website.



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2. DEADLINE AND DELIVERY LOCATION

2.1. Deadline

Sealed Request for Bids (RFB) submittals must be received and time stamped, **December 8, 2015, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time.

2.2. Closing Time & Date

All bids must be returned in sufficient time to be received in the Purchasing Department on or before the advertised closing date and time. Bids received after the advertised closing time and date regardless of the mode of delivery, will be refused and returned unopened.

2.3. Copies

Submit two (2) original unbound copies (staples and binder clips are acceptable), two (2) bound copies, and one (1) electronic copy (including editable Excel file) on USB drive.

This bid requires that you prepare and submit your bid on the Excel Bid Sheet, filename: **REC-01-16 Bid Sheet.xls** found on the City's website. ***Please note that this electronic submission is in addition to the hard copy of bid documents that must be submitted to the Purchasing Department. If there are any discrepancies between the excel document and the PDF submitted in the original unbound bid, the unit prices in the original document will prevail.***

2.4. Delivery Envelope Formatting

Mark Sealed Bid Envelope: **"Sealed Bid Enclosed, RFB: REC-01-16 Senior Center Food & Nutrition"**.

2.5. Delivery Addresses

USPS:

City of San Angelo
Purchasing Department
RFB: REC-01-16 Senior Center Food & Nutrition
72 West College Avenue
San Angelo, Texas 76903

Delivery Services:

City of San Angelo
Purchasing Department
RFB: REC-01-16 Senior Center Food & Nutrition
72 West College Avenue, Suite 330
San Angelo, Texas 76903

Faxed or electronically transmitted bids will not be accepted

2.6. Points Of Contact

Purchasing Contact:

Julia Antilley
Purchasing Manager
City of San Angelo
72 West College Avenue, Suite 330
San Angelo, Texas 76903
SAPurch@cosatx.us
(325) 657-4219

Recreation Contact:

Sandra Aguilar
Recreation Supervisor Senior Services
City of San Angelo
702 S. Chadbourne
San Angelo, Texas 76903

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



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3. INSTRUCTIONS TO BIDDERS

3.1. Bid Interpretation

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawings, specifications, etc. must be requested in writing seven (7) days prior to the deadline, by email or in writing, to allow sufficient time for evaluation and reply before the submission deadline of 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. 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.

3.3. Substitutions

It is the intention of the City of San Angelo to purchase products similar or equal 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 goods or equipment, 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 contents, ingredients, 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.

3.4. Materials

The bidder certifies all materials, parts and equipment supplied or represented in response to this solicitation shall be new and unused.

3.5. 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.

3.6. 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.

3.7. Taxes

All quotations are to be submitted less Federal Excise and State of Texas Sales Taxes. Tax exemption certificates will be executed upon request.

3.8. 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.

3.9. 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.



3.10. Prices

Bidder is to quote its lowest and best price, Free On Board (F.O.B.) destination, freight prepaid on each item, to shipping location in San Angelo, Texas unless otherwise specified in the Request for Bid. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may 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 unit cost per item based on the quantity specified with extended totals; however, in the event of a discrepancy in extension total, the unit prices shall govern and will be binding for the purposes of this bid. Pricing shall be entered on the Bid Sheet in ink or typewritten.

3.11. 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.

3.12. Default In Delivery

The vendor must keep the Contract Administrator advised at all times as to the status of the delivery, including when a status is requested by the City. When delivery delay can be foreseen, the vendor shall give prior notice to the Contract Administrator, 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.

3.13. Delivery Times

Deliveries will be accepted only during the hours of **7:00 a.m. to 10:00 a.m., Tuesday thru Thursday**, unless prior arrangements have been made. For large orders, 24 hours notice to the receiving destination is required to eliminate delays in delivery.

3.14. Bidders Qualifications

The City may make such inquiries as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the City with all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

3.15. Evaluation Factors

It is not the policy of the City to purchase on the basis of low bids alone. The City will award purchase orders and/or contracts to the lowest responsible bidder which represents the most advantageous bid to the City, with price and other factors considered. "Lowest Responsible Bidder" is defined as one who submits the lowest bid and who has proven themselves capable of performing a contract and appears financially and technically capable of adequately performing the contract.

In evaluating Bids, the Owner shall consider the Criteria for determining Lowest Responsible Bidder adopted by the City Council and included herein, and may reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction. In determining the lowest responsible bidder, the following criteria will be considered:

1. Was the bid received within the time and date specified in the Request for Bid (RFB)?
2. Was the bid executed by a person authorized to sign for the company?
3. Was pricing provided as requested in the Request for Bids?
4. Does the bid meet the minimum specifications?
5. Does the delivery date match the Bid Delivery requirement?
6. Does the bidder and bidder's subcontractors have adequate experience and technical experience to successfully fulfill the contract requirements?



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7. Did the bidder provide a list of references to include company or individual name(s), contact person(s), phone number(s)?
8. Did the bidder provide a list of projects of similar size and dollar amount(s) as this project?
9. What is the bidder's quality and performance on previous contracts?
10. Is the bidder on the federal, state, or other department lists?
11. Has the bidder been terminated from a project for non-compliance or substandard work?
12. Does the bidder have the financial resources to provide the necessary equipment, materials, labor, etc., to successfully complete the project?
13. Can the bidder provide a performance and payment bond in an amount equal to the total amount of the project?
14. Does the bidder have a permanent place of business?
15. Does the bidder have a satisfactory safety record?
16. Does the bidder have adequate staff available to complete the project within the period specified?
17. Can the bidder provide the required insurance coverage as specified?
18. Does the bidder have a satisfactory work history with the City?
19. Has the bidder or bidder's subcontractors been convicted of any criminal acts?

3.16. 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;
- The respondent has failed to meet performance requirements in previous contracts with the City of San Angelo.

3.17. 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.

3.18. Reservations

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

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



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- 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.
- Consider and accept an alternate bid as provided herein when most advantageous to the City.
- Extend any contract when most advantageous to the City.

The City reserves the right to award multiple contracts based on low bids for individual items or groups of similar items.

3.19. Acceptance

Acceptance of bidder's offer will be in the form of a purchase order or contract. Notice for annual contract agreements will be a notice of award, purchase order, or contract.



4. TERMS AND CONDITIONS

4.1. 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 boxes.
- 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.

4.2. 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.

4.3. Title & Risk Of Loss

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

4.4. Delivery Terms And Transportation Charges

F.O.B. Destination. Freight prepaid 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, the City shall reimburse Contractor for transportation costs in the amount specified in Contractor's bid, or actual costs, whichever is lower. If transportation costs are based on actual costs, a copy of the freight bill showing actual charges for the shipment must be attached to the invoice. The 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.

4.5. 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 Seller will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify City of his intention to cure and may then make a conforming tender within the contract time.

4.6. Rejection:

- The Vendor shall promptly correct all deficiencies to the satisfaction of the City of San Angelo's Contract Administrator.
- The Contract Administrator reserves the **option** to require the material supplier **to replace or to reimburse** the City of San Angelo for material/equipment/services found to be unsatisfactory.
- In the event that the replacement option is exercised, the material supplier may be required to remove the unacceptable material/items at no expense to the City of San Angelo and to deliver an equal quantity of acceptable material/equipment/services. The Contract Administrator shall determine the quantity of the unacceptable material/items and the reimbursement shall be determined based upon the unit bid price. The supplier shall reimburse the City for all expenses incurred by the City of San Angelo including labor, equipment, materials and/or other incidentals required to correct the problem.
- The City reserves the option for plant personnel to feed the unsatisfactory product through the system and to be exempt from payment for the non-compliant load.
- The replacement material/items shall be delivered to the locations(s) designated by the Contract Administrator within **twenty four (24) hours** of notification from the City. Contract Administrator will follow



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up any phone call with an email requesting action from the Vendor.

- The reimbursement shall be submitted to the City of San Angelo in the form of a cashier's check within twenty-eight (28) days from the date of written notification from the City of San Angelo.
- If for any reason the product does not perform as stated in the manufacturers' contract, the City has the right to discontinue use. The City has the right to use an Alternative Bidder should the winning Respondents product not perform adequately.

4.7. Availability:

- Bidders are required to quote materials that will meet or exceed the minimum specifications herein. Default in promised availability or delivery without acceptable reasons, or failure to meet the specifications without remedy, shall cause the City at its option to purchase the service elsewhere, including the next lowest and best responsible bidder, in order, or alternative bidder, and if such bidder meets the specifications required.
- The purpose of this provision is to provide the most advantageous bid to the City, based upon the contractual terms. The City will consider factors other than the price when awarding contracts and may, under the terms of this contract, consider and accept an alternate bid when most advantageous to the City.

4.8. Delivery Requirements and locations:

Delivery will be made to the following location: **Santa Fe Crossing Senior Center, 702 S Chadbourne, San Angelo, TX 76903 (phone 325-481-2641 or 2798)**

- Product must be delivered within **twenty four (24) to forty eight (48) hours of the order from Senior Center personnel.** Time is of the essence in the delivery of this product.
- Transport truck must have capability of off loading items ordered by Senior Center personnel into the Kitchen area.
- **Notification shall contain the following information:**
 - **Purchase Order number**
 - **Truck Number**
 - **Date Shipped**
 - **Delivery Date**
- Neither the City nor City staff will be responsible for any damage that may occur to the bidder's property while it is on City of San Angelo property or as it is being moved to, or removed from, the City's property.

4.9. Invoices & Payments

Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after, or at the time of, each delivery. Invoices MUST indicate the purchase order and the supply agreement number, if applicable. Invoices 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 by City, at the discretion of the City, to Seller until all required documents pertaining to the sale are received by the City.

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. 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.

4.10. 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



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contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by Seller in providing such gratuities.

4.11. 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.

4.12. Warranty-Price

The price or charge 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 or charges on orders by others for products or services 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 or charges of the items shall be reduced to the Seller's current prices or charges 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.

4.13. 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.

4.14. Safety Warranty

Seller warrants that the products sold to the 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.

4.15. 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 issued 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.

4.16. 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.

4.17. 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.



4.18. 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.

4.19. 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.

4.20. 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.

4.21. 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.

4.22. Modifications

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

4.23. 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.

4.24. 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.

4.25. 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.

4.26. 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.

4.27. 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.



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4.28. 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 Department throughout the term of the contract.

4.29. Legal Venue

San Angelo, Tom Green County, Texas

4.30. Funds – Price

The seller submitting the lowest and best responsible 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 best value to the City.

4.31. 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.

4.32. Piggy-Back Procurements

Other municipalities or public agencies in the State of Texas may be interested in purchasing products as procured through this solicitation.

Governmental Entities utilizing Inter-Governmental Contracts with the City will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded because 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.

4.33. Terms

This supply agreement will be for one (1) year effective from the bid award date by the City Council. Two (2) additional one (1) year term extensions will be available subject to agreement by both parties.

The vendor must notify the City ninety (90) days prior to the end of each one (1) year term as to their intention to terminate the contract. Terms will renew automatically unless ninety (90) days written notice is given by either party for termination. Vendor is obligated to fulfill contract extension for one (1) year if timely notification is not submitted (See **Escalation**).

4.34. Escalation

Price must be firm for each one (1) year term. A price increase shall at no time be more than what similar volume customers would pay (see **Warranty-Price**). The vendor must notify the City ninety (90) days prior to the end of each one (1) year term to request a price escalation. The vendor must provide cost analysis and/or other documentation to justify any increase.

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



5. NOTICE OF BID AWARD

NOTICE OF BID AWARD

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

Date: November 17, 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.



6. INSURANCE REQUIREMENTS

6.1. INDEMNIFICATION.

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

6.2. INSURANCE.

6.2.1. GENERAL CONDITIONS. The following conditions shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Contract.

6.2.2. SATISFACTORY COMPANIES. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

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

6.2.4. WAIVER OF SUBROGATION. Contractor 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.

6.2.5. CERTIFICATES OF INSURANCE. At or before the time of execution of this Contract, Contractor shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Contractor and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 W. College Ave., San Angelo, Texas 76903.

6.2.6. CONTRACTOR'S LIABILITY. The procurement of such policy of insurance shall not be construed to be a limitation upon Contractor's liability or as a full performance on its part of the indemnification provisions of this Contract. Contractor'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 Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.

6.2.7. SUB-CONTRACTORS' INSURANCE. Contractor shall cause each Sub-Contractor and Sub-Sub-Contractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require Subcontractors and Sub-subcontractors to furnish copies of certificates of insurance to Contractor's Risk Manager evidencing coverage for each Sub-Contractor and Sub-Sub-Contractor.

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



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The City of San Angelo requires contractors doing business with the City to provide the Risk Management Department with a Certificate of Insurance to confirm that they have insurance coverage in compliance with the City's minimum requirements.

The minimum liability and workers compensation coverage required by the City are as follows:

Commercial General Liability:

Minimum Limits:	\$1,000,000	Each Occurrence
	\$1,000,000	Personal and Advertising Injury
	\$2,000,000	General Aggregate
	\$1,000,000	Products/Completed Operations Aggregate
	\$ 100,000	Fire Damage

Business Auto Liability for any auto:

Minimum Limits:	\$1,000,000	Combined Single Limits
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Workers Compensation:	we EL	Statutory Limits
Minimum Limits:	Disease	\$500,000 each accident
	Disease	\$500,000 each employee
		\$500,000 policy limit

Environmental:

Minimum Limits:	\$2,000,000	per occurrence
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The certificate of insurance shall indicate that the City of San Angelo is provided by endorsement a Waiver of Subrogation in favor of the City on all policies.

All insurance policies required herein shall be drawn in the name of Contractor. The City of San Angelo shall be shown as an additional insured to include its employees, agents, and Council persons by endorsement on all policies except workers compensation.

Written contracts will contain more detailed information regarding insurance requirements.

Please provide your agent or broker with a copy of these requirements.



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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 _____

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7. BID FORMS

RFB No: REC-01-16 Senior Center Food & Nutrition Bid Sheet

Bidder shall return completed "Bid Sheet", including manufacturer & catalog number of items bid.

A. **Bid Sheets (Required)**

- Download the RFB:
www.cosatx.us> Bid Information> RFB: REC-01-16/ Senior Center Food & Nutrition
Include two (2) signed unbound originals (staples and binder clips are acceptable), two (2) bound copies, and one (1) electronic copy in PDF format on USB drive of all additional required pages
- Product Bid Sheet: *(REC-01-16 Senior Center Food & Nutrition Bid Sheet.xls)*
Include two (2) signed originals in hard copy, two (2) copies, and one (1) **digital** copy in **Excel** format (*editable*) on USB drive with all required bid forms

B. **Forms**

- a. Addendum Acknowledgment Form
- b. Disclosure of Conflict of Interest
- c. Local Preference Consideration Application
- d. Vendor Compliance with Reciprocity on Non-Resident Bidders
- e. Debarment and Suspension Certification
- f. Vendor References
- g. Contact Information/ Authorized Signature/ IRS Form W-9
- h. Bid Terms
- i. All other forms/documents as specified

C. **Notes**

- a. 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.

PLEASE RETURN ALL FORMS BEYOND
THIS POINT WITH YOUR BID SUBMISSION

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Addendum Acknowledgement Form

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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Disclosure of Conflict of Interest

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 H. Hilly", is written over a horizontal line.

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



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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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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 Instructions

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.



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Vendor Compliance with Reciprocity on Non-Resident Bidders

Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident bidder must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident bidder is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

- A. Non-resident vendors in _____(give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in _____(give state), our principal place of business, are not required to underbid resident bidders.

- B. Our principal places of business or corporate offices are in the State of Texas: _____.

BIDDER:

Company Name

Signature of Authorized Representative

Printed Name

Title

Address

City, State, Zip Code

(Please print)

THIS FORM MUST BE RETURNED WITH THE BID

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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 Debarment and Suspension 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: _____



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

Contact Information / Authorized Signature/ IRS Form W-9

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

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

Attach W-9

Bid Terms

Firm Name: _____
Piggy Back Option (Y/N): _____
Payment Terms / Discount: _____
Accept P-Card (Y/N): _____
P-Card Payment Discount: _____
Is this a Purchasing Co-Op Pricing Based Quote (Y/N): _____
If so, which one? _____
Contract Number: _____
Are these products available from a Purchasing Co-Op? (Y/N): _____
If so, which one(s)? _____

THIS FORM MUST BE RETURNED WITH THE BID