

CITY OF SAN ANGELO REQUEST FOR BIDS

Lake Operations Division

Regulatory Buoys

RFB No. OP-01-16



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

Submittal Deadline

December 22, 2015 / 2:00 PM, Local Time

TABLE OF CONTENTS

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.

Section	Page
INVITATION TO BID	1
GENERAL	1
DOCUMENT AVAILABILITY	1
DIGITAL FORMAT	1
REQUIRED RESPONSE	1
DEADLINE AND DELIVERY LOCATION	1
COPIES	1
DELIVERY ADDRESSES	1
ADDENDA	2
REJECTION OF BIDS	2
POINTS OF CONTACT	2
1. INSTRUCTIONS TO BIDDERS	3
1.1. INTERPRETATIONS	3
1.2. RESTRICTIONS ON COMMUNICATIONS	3
1.3. CORRECTIONS, ADDITIONS, OR DELETIONS	4
1.4. CONFIDENTIALITY	4
1.5. ACCEPTANCE OF BID CONTENT	4
1.6. SPECIFICATIONS	4
1.7. SUBSTITUTIONS	4
1.8. MATERIALS	4
1.9. BID ITEMS	4
1.10. TAXES	4
1.11. AUTHORIZED SIGNATURE	4
1.12. MODIFICATION OR WITHDRAWAL OF BIDS	4
1.13. PRICES	5
1.14. DELIVERY DATE	5
1.15. DEFAULT IN DELIVERY	5
1.16. DELIVERY TIMES	5
1.17. EVALUATION FACTORS	5
1.18. DISQUALIFICATION	5
1.19. CLOSING TIME & DATE	5
1.20. LATE BIDS	5
1.21. COPIES OF BID TABULATION RESULTS	6
1.22. AWARD OF CONTRACT	6
1.23. PARTIAL AWARD	6
1.24. RESERVATIONS	6
1.25. ACCEPTANCE	6
2. TERMS AND CONDITIONS	9
2.1. ORDER PLACEMENT	9
2.2. SHIPMENT UNDER RESERVATION PROHIBITED	9
2.3. TITLE & RISK OF LOSS	9
2.4. DELIVERY TERMS AND TRANSPORTATION CHARGES	9
2.5. NO REPLACEMENT OF DEFECTIVE TENDER	9

2.6.	PLACE OF DELIVERY	9
2.7.	INVOICES & PAYMENTS.....	9
2.8.	GRATUITIES	9
2.9.	SPECIAL TOOLS & TEST EQUIPMENT	10
2.10.	WARRANTY-PRICE	10
2.11.	WARRANTY-PRODUCT.....	10
2.12.	SAFETY WARRANTY.....	10
2.13.	NO WARRANTY BY CITY AGAINST INFRINGEMENTS	10
2.14.	RIGHT OF INSPECTION.....	10
2.15.	CANCELLATION.....	10
2.16.	TERMINATION.....	10
2.17.	FORCE MAJEURE	11
2.18.	ASSIGNMENT-DELEGATION.....	11
2.19.	WAIVER.....	11
2.20.	MODIFICATIONS	11
2.21.	INTERPRETATION-PAROL EVIDENCE	11
2.22.	APPLICABLE LAW	11
2.23.	ADVERTISING	11
2.24.	RIGHT TO ASSURANCE	11
2.25.	EQUAL EMPLOYMENT OPPORTUNITY.....	11
2.26.	CONFLICT OF INTEREST	12
2.27.	LEGAL VENUE	12
2.28.	FUNDS – PRICE	12
2.29.	CLAIMS FOR OVERCHARGES	12
2.30.	PIGGY-BACK PROCUREMENTS	12
2.31.	TERMS.....	12
3.	BID FORMS.....	13
	COPIES.....	13
	SPECIFICATIONS & BID FORMS	15
	AUTHORIZED SIGNATURE/CONTACT INFORMATION	18
	ADDENDUM ACKNOWLEDGEMENT	19
	DISCLOSURE OF CERTAIN RELATIONSHIPS.....	21
	LOCAL PREFERENCE CONSIDERATION	25
	LOCAL PREFERENCE CONSIDERATION APPLICATION.....	27
	VENDOR COMPLIANCE WITH RECIPROCITY ON NON-RESIDENT BIDDERS	29
	DEBARMENT AND SUSPENSION CERTIFICATION	31
	NO BID REPLY	33



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

INVITATION TO BID

General

The Lake Operations Division of the City of San Angelo is requesting bids for the procurement of an estimated eighty seven (87) Regulatory Buoys, two (2) signs and fifteen (15) light kits for buoys to be purchased for use at Lake Nasworthy.

Document Availability

Bid Documents are available in the Purchasing Division or may be downloaded from the City's website at www.cosatx.us. To locate the documents on the website go to:

- Bid Information > RFB: OP-01-16/Regulatory Buoys

Digital Format

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

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 on the project, then in order to remain on the City of San Angelo's Potential Bidders List a "No Bid Reply" form located at the back of this RFB must be submitted.

Deadline and Delivery Location

Sealed Request for Bids (RFB) submittals must be received to later than **December 22, 2015, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Bids not received on time will be rejected.

It is the sole responsibility of the bidder to ensure that the sealed RFB submittal arrives in the Purchasing Office by the specified deadline, regardless of method chosen by the firm for delivery.

Faxed or electronically submitted bids will not be accepted.

Copies

Submit: Two (2) unbound original (binder clips acceptable), one (1) bound copy (binders, staples or binder clips are acceptable) and two (2) copies in PDF format on USB Flash Drive of all required bid forms.

Delivery Addresses

USPS: City of San Angelo
Purchasing Division, RFB: OP-01-16
72 West College Avenue
San Angelo, Texas 76903

Mark Sealed Bid Envelope: "RFB NO. OP-01-16/Regulatory Buoys"

Delivery Services: City of San Angelo
Purchasing Division, RFB: OP-01-16
72 West College Avenue, Suite 330
San Angelo, Texas 76903

Addenda

Should specifications be revised prior to the deadline for submission of the bid, the City's Purchasing Division will issue an addendum addressing the nature of the change. Bidders must **acknowledge any addendums and return the form with their bid package**. Addenda will be posted on the City's website as they are issued. Bidder is responsible for checking the City's website to determine if any addendums have been issued prior to submitting a bid. Failure to consider all addendums will be at the bidder's risk.

Rejection of Bids

The City of San Angelo reserves the right to reject all bids, to waive informalities or irregularities, and to reject non-conforming, non-responsive, or conditional bids.

Points of Contact**Darlene Luna, CTPM, Purchasing Specialist**

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

James Alley, Superintendent

Lake Operations
City of San Angelo
72 West College Ave
San Angelo Texas, 76903



1. INSTRUCTIONS TO BIDDERS

1.1. Interpretations

All questions about the meaning or intent of the Contract Documents, including specifications shall be submitted to the Purchasing Division in writing. Replies will be issued by Addenda and posted on the City's website. Questions received less than five (5) 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. The bid invitation number must appear on all correspondence, inquiries, etc. It is the bidders' responsibility to ensure all addendums have been considered prior to bidding.

1.2. Restrictions on Communications

- A. 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 from consideration.

Exceptions to the Restrictions on Communication with City employees include:

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

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

4. Bidders may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Bidders shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
 5. Upon completion of the evaluation process, Bidders shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Bidders desiring a review of the solicitation process may submit a written request no later than five (5) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.
- B. The City reserves the right to accept or reject any or all Bids, and to waive any informalities or irregularities in the RFB process.
- C. City reserves the right to contact any Bidder to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons, shall not be considered a violation by Bidder of this section.

1.3. Corrections, Additions, or Deletions

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

1.4. 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.

1.5. Acceptance of Bid Content

Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract, and to verify any representations made by the City upon which the Bid will rely. If the Bidder receives an 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.

1.6. Specifications

The specifications herein shall be the basis of comparison. 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.

1.7. Substitutions

It is the intention of the City of San Angelo to purchase equipment 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 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 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 Bidder to supply the remaining items meeting specifications at the bid price.

1.8. 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.

1.9. 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.

1.10. Taxes

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

1.11. Authorized Signature

Bids must show Bidder 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 bid.

1.12. 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 Division. 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 Division.

1.13. 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 as quantity per unit 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.

1.14. 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.

1.15. Default in Delivery

The Bidder must keep the City advised at all times as to the status of the order. When delivery delay can be foreseen, the Bidder shall give prior notice to the Purchasing Division 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 Bidder. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

1.16. 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 hour notice to the Receiving Department is required to eliminate delays in delivery.

1.17. 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, including reasonable payment discounts;
- B. the reputation of the Bidder and of the Bidder's goods or services;
- C. the quality of the Bidder's goods or services;
- D. the extent to which the goods or services meet the City's needs;
- E. the Bidder'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 Bidder's goods or services; and
- H. any other relevant factor specifically listed in the request for bids.

1.18. Disqualification

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

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

1.19. Closing Time & Date

All bids must be returned in sufficient time to be received in the Purchasing Division on or before the advertised closing date and time. Emailed or faxed bids will not be accepted.

1.20. Late Bids

Bids received after the bidding deadline, regardless of the mode of delivery, will be not be considered.

1.21. Copies of Bid Tabulation Results

To obtain Bid Tabulation results, download from the City's website www.cosatx.us >Bid Information > RFB:OP-01-16 / Regulatory Buoys, or send a self-addressed stamped envelope to: City of San Angelo, Purchasing Division, 72 West College Avenue, San Angelo, Texas 76903.

1.22. 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.

1.23. 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.

1.24. 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 Bid;
- D. Procure any item by other means;
- E. Increase or decrease the quantity specified, unless the bidder specifies otherwise;
- 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.

1.25. Acceptance

The vendor's signature on the bid constitutes an offer to sell under the terms and conditions contained in the bid OP-01-16. The Notice of Award (draft follows) offered to the bidder, 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.

(Sample Notice of Award follows.)



NOTICE OF AWARD

Project: RFB Regulatory Buoys (RFB# OP-01-16)

Date: November 30, 2015

Mr. Name
Company Name
Address
City, Texas zip code

DRAFT

Dear Mr. Last Name:

This letter shall serve as the official **Notice of Bid Award** to _____ ("Bidder") on the above referenced RFB. Attached is a copy of the bid tab results. The contract for RFB: OP-01-16 was awarded by the City Council, or their designee, on XXXXXX 20, 2015, in the amount of \$9,999,999.99.

The contract documents consist of RFB: OP-01-16, your responsive bid, the award and your acceptance. The term of the contract will be for effective Month Day, Year.

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

Sincerely,

Name & Title of Contract Administrator
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.

Intentionally Left Blank



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

2. TERMS AND CONDITIONS

2.1. 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 Seller by City. Accepting orders without a Purchase Order number shall be at the risk of the Seller.

2.2. Shipment under Reservation Prohibited

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

2.3. 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.

2.4. 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, 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.

2.5. 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. 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.

2.6. Place of Delivery

The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". The terms of this agreement are "no arrival, no sale".

2.7. Invoices & Payments

Seller shall submit separate invoices on each purchase order or purchase release after or at the time of each delivery. Invoices shall indicate the purchase order or purchase release number 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.

No order must be accepted without a Purchase Order and all invoices must reflect the Purchase Order number.

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.

All invoices should be mailed to:

Billing Address	Lake Operations
	City Of San Angelo
	72 West College Ave
	San Angelo, Texas 76903

2.8. Gratuities

The City may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by the 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.

2.9. 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.

2.10. 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.

2.11. 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.

2.12. 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.

2.13. 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.

2.14. 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.

2.15. 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.

2.16. 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.

2.17. 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.

2.18. 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.

2.19. 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.

2.20. Modifications

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

2.21. 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.

2.22. 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.

2.23. 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.

2.24. 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.

2.25. 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.

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

2.26. 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.

2.27. Legal Venue

San Angelo, Tom Green County, Texas

2.28. Funds – Price

The seller submitting the lowest and 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. The City reserves the right to award in the bid in whole, by category or by product.

2.29. 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.

2.30. Piggy-Back Procurements

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

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 Bid. 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.

2.31. Terms

The term of this agreement shall be for a period of one (1) year from the date of the execution of this Award.



Submit All Documents Beyond this Point

3. BID FORMS

Copies

Submit: Two (2) unbound original (binder clips acceptable), two (2) bound copy (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required bid forms.

Please submit all bid forms in the following order:

- ☐ Bid Specifications & Bid Sheets: A, B, C, D **(Required)**
- ☐ Sign and attach the Addendum Acknowledgment Form **(If applicable)**.
- ☐ Conflict of Interest of Form **(Required)**
- ☐ Local Preference form **(If applicable)**
- ☐ Bidder Compliance With Reciprocity On Non-Resident Bidders **(Required)**
- ☐ Suspension and Debarment form **(Required)**
- ☐ **Product Data Sheet (Required)**
- ☐ Attach IRS Form W-9 **(Required)**
- ☐ All other forms/documents as specified

Intentionally Left Blank



Specifications & Bid Forms

General

- ☐ Refer to Instructions to Bidders before completing Bid Sheet and quote your best price F.O.B. destination, to include cost of shipping on each item.
- ☐ The bidder is responsible for determining if any addendums have been issued and agrees that the prices(s) quoted reflect any changes or modifications created by any addendum(s).
- ☐ **Should there be any differences between the unit price and the extended pricing calculations, the unit price will prevail.**

A – LARGE BUOYS WITH LIGHT MOUNT / SPECIFICATIONS

ITEM	SPECIFICATION	DIMENSIONS
A1	Can Diameter & Height	14" X30"
A2	Float Collar Diameter & Height	12" X 12"
A3	Overall Height	49"
A4	Daymark with 36" Exposure	4.1 Sq. Ft.
A5	Mooring Tackle Allowable for 36" Exposure	29 lbs.
A6	Draft	Under 9"
A7	Submerged Buoyancy	320 lbs.
A8	Net Weight	105 lbs.
A9	Internal Ballast	Bottom Attachment

B – SMALL BUOYS WITH LIGHT MOUNT / SPECIFICATIONS

ITEM	SPECIFICATION	DIMENSIONS
B1	Diameter	9"
B2	Height	60"
B3	Overall Height	49"
B4	36" Exposure with 5 lbs. Anchor Tackle	
B5	Orange Reflective Band – Top	3"
B6	Black Letters (2 Side)	3"
B7	Orange Band – Bottom	2"
B8	Urethane Foam	
B9	Concrete Ballast	
B10	PVC Pipe Thru	
B11	1' I.D. Steel Mooring Eye – Galvanized	

C – ALUMINUM SIGNS / SPECIFICATIONS

ITEM	SPECIFICATION	DIMENSIONS
C1	Tough LLDPE Exterior	
C2	High – Visibility Orange Pontoon	
C3	Completely Urethane Foam Filled	
C4	Displays white aluminum sign	
C5	Sign mount structure hot dipped galvanized	1" SCH 40 Pipe
C6	Minimum Assembly Required	

ITEM	SPECIFICATION	DIMENSIONS
C7	Built In Handles	
C8	Four Each Corner Mooring Eyes	
C9	18" Long Orange Reflective Tape on Horizontal Pipe (Two Sides)	
C10	1" SCH 40 pipe Mounting Structure Folds Down For Easy Storage	
C11	Weight 200 lbs.	

D – SOLAR LIGHTS – ONE MILE / SPECIFICATIONS

ITEM	SPECIFICATIONS	DIMENSIONS
D1	Diameter	9"
D2	Height	60"
D3	Overall Height	49"
D4	36" Exposure with 5 lbs. Anchor Tackle	
D5	Orange Reflective Band – Top	3"
D6	Black Letters (2 Side)	3"
D7	Orange Band – Bottom	2"
D8	Urethane Foam	
D9	Concrete Ballast	
D10	PVC Pipe Thru	
D11	1' I.D. Steel Mooring Eye – Galvanized	



Bid Form and Authorized Signature/Contact Information

BID FORM

ITEM A	<u>LARGE BUOYS / BID FORM</u>	ESTIMATED QUANTITY	PRICE PER ITEM	EXTENDED PRICE
1	NO WAKE	44	\$	\$
2	NO SKI	6	\$	\$
3	HAZARD	4	\$	\$
4	BOATS KEEP OUT	16	\$	\$
5	KEEP RIGHT	4	\$	\$
6	SWIM AREA	4	\$	\$
Total Bid				
ITEM B	<u>SMALL BUOYS / BID FORM</u>	ESTIMATED QUANTITY	PRICE PER ITEM	EXTENDED PRICE
1	NO WAKE	5	\$	\$
3	HAZARD	2	\$	\$
4	BOATS KEEP OUT	2	\$	\$
Total Bid				
ITEM C	<u>ALUMINUM SIGNS / BID FORM</u>	ESTIMATED QUANTITY	PRICE PER ITEM	EXTENDED PRICE
C1	KEEP RIGHT	2	\$	\$
Total Bid				
ITEM D	<u>SOLAR LIGHTS / BID FORM</u>	ESTIMATED QUANTITY	PRICE PER ITEM	EXTENDED PRICE
D1	LARGE BUOY LIGHTS	10	\$	\$
D2	SMALL BUOY LIGHTS	5	\$	\$
Total Bid				

- **Delivery:** _____ Calendar Days subsequent to Receipt of valid Purchase Order.
- **Bidder Agrees to allow Piggy-Back Procurements:**
 Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply? : Yes_____ No_____
- **Are these prices based on a purchasing cooperative contract?** Yes_____ No_____

(Such as Texas DIR, TXMAS, Buyboard.com, etc.)

 - If Yes, Name of Cooperative _____ Contract No _____
- **Will Bidder accept Procurement Card as a method of purchase?** Yes_____ No_____
- **Payment Terms/Discount (if any):** _____

THIS FORM MUST BE RETURNED WITH THE BID

Authorized Signature/Contact Information

**For City of San Angelo RFB
#OP-01-16 / Regulatory Buoys**

The undersigned agrees, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Signature/Contact Information

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.

Firm Name: _____

Mailing Address: _____

City, State Zip Code: _____

Authorized Signature: _____

Print Name/Title: _____ Date: _____

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

Telephone: _____ FAX: _____

Email: _____

Attach IRS Form W-9

THIS FORM MUST BE RETURNED WITH THE BID



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

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 _____

Please Print

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

THIS FORM MUST BE RETURNED WITH THE BID

Intentionally Left Blank



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

Disclosure of Certain Relationships

NOTICE TO BIDDERS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any Bidder 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 Bids, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Julia W. Antilley

Division Manager, Purchasing

Intentionally Left Blank



CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<div style="border: 1px solid black; padding: 2px; text-align: center;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px; min-height: 100px;">Date Received</div>
<div style="border: 1px solid black; padding: 2px;">1 Name of vendor who has a business relationship with local governmental entity.</div>		
<div style="border: 1px solid black; padding: 2px;"><div style="display: flex; align-items: center;"><div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div><div>2 Check this box if you are filing an update to a previously filed questionnaire.</div></div><p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p></div>		
<div style="border: 1px solid black; padding: 2px;"><div style="display: flex; align-items: center;"><div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div><div>3 Name of local government officer about whom the information in this section is being disclosed.</div></div><div style="text-align: center; margin-top: 10px;"><div style="border-bottom: 1px solid black; width: 200px; margin: 0 auto;"></div><p>Name of Officer</p></div><p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p><p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p><div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div><p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p><div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div><p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p><div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div><p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p></div>		
<div style="border: 1px solid black; padding: 2px;"><div style="display: flex; align-items: center;"><div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div><div>4</div></div><div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="border-top: 1px solid black; width: 40%; text-align: center;">Signature of vendor doing business with the governmental entity</div><div style="border-top: 1px solid black; width: 40%; text-align: center;">Date</div></div></div>		

Adopted 8/7/2015

MUST BE RETURNED WITH QUALIFICATIONS



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

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised 05/20/15)

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

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

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

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

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

Executive Director: Roland Peña



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

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/Bids to only those businesses located within the city limits. All bids/Bids 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.

Intentionally Left Blank



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

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.

(Please print)

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

THIS FORM MUST BE RETURNED WITH THE BID

Intentionally Left Blank



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

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

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

BIDDER:

(Please print)

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

THIS FORM MUST BE RETURNED WITH THE BID

Intentionally Left Blank



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

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.

(Please print)

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

THIS FORM MUST BE RETURNED WITH THE BID

Instructions for Certification

1. By signing and submitting this Bid, 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 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," "Bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective participant agrees by submitting this Bid that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective participant further agrees by submitting this Bid that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all Bids 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.



No Bid Reply

For OP-01-16 / Regulatory Buoys

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

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

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

PLEASE PRINT

We wish to **Remain On ()** or **Delete From ()** the list of bidders for the City of San Angelo

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

() 1. We are not interested in selling through the bid process.

() 2. We are unable to prepare the bid form in time to meet the due date.

() 3. We do not wish to bid under the terms and conditions of the Request for Bid/Proposal.

OBJECTIONS: _____

() 4. We do not feel we can be competitive.

() 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.

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

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

() 8. Other: _____

Firm _____

Signed _____

Date _____

Thank you for your assistance!