

CITY OF SAN ANGELO REQUEST FOR BIDS

Street & Bridge Division

HD-5 Propane

RFB No. SB-02-17



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

Submittal Deadline
April 4, 2017/2:00 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. Vendors 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.....	1
REJECTION OF BIDS	1
POINTS OF CONTACT	2
1. INSTRUCTIONS TO VENDORS.....	3
1.1. INTERPRETATIONS.....	3
1.2. RESTRICTIONS ON COMMUNICATIONS	3
1.3. CORRECTIONS, ADDITIONS, OR DELETIONS	3
1.4. CONFIDENTIALITY	3
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.....	4
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	5
1.22. AWARD OF CONTRACT.....	6
1.23. PARTIAL AWARD	6
1.24. RESERVATIONS.....	6
SAMPLE NOTICE OF BID AWARD	7
2. TERMS AND CONDITIONS.....	8
2.1. ORDER PLACEMENT	8
2.2. SHIPMENT UNDER RESERVATION PROHIBITED.....	8
2.3. TITLE & RISK OF LOSS.....	8
2.4. DELIVERY TERMS AND TRANSPORTATION CHARGES	8
2.5. NO REPLACEMENT OF DEFECTIVE TENDER	8

2.6.	PLACE OF DELIVERY	8
2.7.	INVOICES & PAYMENTS.....	8
2.8.	GRATUITIES	8
2.9.	SPECIAL TOOLS & TEST EQUIPMENT.....	9
2.10.	WARRANTY-PRICE	9
2.11.	WARRANTY-PRODUCT.....	9
2.12.	SAFETY WARRANTY.....	9
2.13.	NO WARRANTY BY CITY AGAINST INFRINGEMENTS	9
2.14.	RIGHT OF INSPECTION.....	9
2.15.	CANCELLATION.....	9
2.16.	TERMINATION.....	9
2.17.	FORCE MAJEURE	10
2.18.	ASSIGNMENT-DELEGATION.....	10
2.19.	WAIVER.....	10
2.20.	MODIFICATIONS	10
2.21.	INTERPRETATION-PAROL EVIDENCE	10
2.22.	APPLICABLE LAW	10
2.23.	ADVERTISING	10
2.24.	RIGHT TO ASSURANCE	10
2.25.	EQUAL EMPLOYMENT OPPORTUNITY.....	10
2.26.	CONFLICT OF INTEREST	11
2.27.	CERTIFICATE OF INTERESTED PARTIES (FORM 1295)	11
2.28.	TAXES AND PERMITS	11
2.29.	EXAMINATION OF CONTRACT DOCUMENTS.....	11
2.30.	FAMILIARIZATION WITH THE TYPE OF WORK	11
2.31.	LEGAL VENUE	11
2.32.	FUNDS – PRICE	12
2.33.	CLAIMS FOR OVERCHARGES	12
2.34.	PIGGY-BACK PROCUREMENTS	12
2.35.	TERMS.....	12
3.	NO BID REPLY	13
4.	SPECIFICATIONS	14
4.1.	GENERAL	14
4.2.	BULK DELIVERY	14
4.3.	CONTAINER DELIVERY.....	14
4.4.	FUELING AT VENDOR LOCATION	14
5.	BID FORMS.....	15
	COPIES.....	15
	BID SHEET	16
	AUTHORIZED SIGNATURE/CONTACT INFORMATION	17
	ADDENDUM ACKNOWLEDGEMENT	18
	DISCLOSURE OF CERTAIN RELATIONSHIPS.....	19
	DEBARMENT AND SUSPENSION CERTIFICATION	23
	LOCAL PREFERENCE CONSIDERATION APPLICATION.....	25
	VENDOR COMPLIANCE WITH RECIPROCITY ON NON-RESIDENT VENDORS.....	26
	DRAFT CONTRACT	27



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

INVITATION TO BID

General

The Street and Bridge Division of the City of San Angelo is requesting bids for the procurement of bulk HD-5 Propane to be delivered to multiple locations.

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: SB-02-17/ HD-5 Propane

Digital Format

If bid specifications are obtained 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, vendors make 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 Request for Bid (RFB) notifications mailed to potential vendors. Should a company choose not to bid on the project, then in order to remain on the City of San Angelo's potential vendors list a "No Bid Reply" form must be submitted.

Deadline and Delivery Location

Sealed RFB submittals must be received no later than **April 4, 2017, 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 vendor 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: One (1) unbound original (binder clips acceptable), two (2) bound copies (binders, staples or binder clips are acceptable), and one (1) copy in PDF format on USB Flash Drive of all required bid forms.

Delivery Addresses

City of San Angelo
Purchasing Division, RFB: SB-02-17
72 W. College Ave., Suite 330
San Angelo, Texas 76903

Mark Sealed Bid Envelope: "RFB NO. SB-02-17/HD-5 Propane"

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 and post it on the City's website. Vendors should **acknowledge any addenda and return the form with their bid package**. Vendor is responsible for checking the City's website to determine if any addenda have been issued prior to submitting a bid. Failure to consider all addenda will be at the vendor'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.



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Points of Contact

Candice Blake, Specialist

Purchasing Division
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903
sapurch@cosatx.us
(325) 657-4219

Paul Hathaway, Superintendent

Street & Bridge Division
City of San Angelo
1943 St. Ann St.
San Angelo, Texas 76905



1. INSTRUCTIONS TO VENDORS

1.1. Interpretations

All questions about the meaning or intent of the bid 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 vendor's responsibility to ensure all addenda have been considered prior to bidding.

1.2. Restrictions on Communications

- A. Vendors should not communicate with: 1) elected City officials and their staff regarding the RFB 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 vendor. Violation of this provision by vendor and/or its agent may lead to disqualification of vendor from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Private (non-business) contacts with the City by the vendor's employees acting in their personal capacity;
2. Casual social contacts that do not include mention of the RFB;
3. Vendors 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 are 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. Vendor is responsible for calling the City or reviewing the website to determine if any addenda have been issued prior to their submittal. Only questions answered by formal addenda will be binding;

4. Vendors 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, vendors 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, vendors shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Vendors 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 vendor to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons, shall not be considered a violation by vendor 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 vendor 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 vendor receives an award, failure to have made such investigation and examinations will in no way relieve the vendor from its 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. Vendors 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 vendor. Absence of noted variations will be interpreted to mean that the item quoted is in exact accordance with the specification.** Each vendor, if not bidding on specified equipment, is required to furnish with the bid, a complete detailed description, and specifications of each item upon which they are 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 vendor, if requested, at the vendor's expense. Each sample must be marked with vendor's name, address, and RFB 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.

1.8. Materials

The vendor 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

Vendors are expected to examine all specifications, drawings, standard provisions, and instructions. Failure to do so will be at the vendor'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 vendor name, address, and be manually signed. The person signing the bid must have authority to bind their 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 vendor or its authorized agent, provided its 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

Vendor 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 vendor 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.



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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 vendor must keep the City advised at all times as to the status of the order. When delivery delay can be foreseen, the Vendor shall give prior notice to the Purchasing 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 Vendor. 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 Vendor and of the Vendor's goods or services;
- C. the quality of the Vendor's goods or services;
- D. the extent to which the goods or services meet the City's needs;
- E. the Vendor's past relationship with the City;
- F. the impact on the ability of the City to comply with laws and rules relating to historically underutilized businesses;
- G. the total long-term cost to the City to acquire the Vendor's goods or services; and,
- H. Any other relevant factor specifically listed in the request for bids.

1.18. Disqualification

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

- A. The vendor is involved in any litigation against the City of San Angelo;
- B. The vendor is in arrears on any existing contract or has defaulted on a previous contract with the City;
or,
- C. The vendor 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: SB-02-17 / HD-5 Propane, or send a self-addressed stamped envelope to: City of San Angelo, Purchasing Division, 72 West College Avenue, San Angelo, Texas 76903.



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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

Vendors may furnish pricing for all or any portion of the bid invitation. UNLESS vendor specifies otherwise in its 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 vendor 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.



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Sample Notice of Bid Award

Project: HD-5 Propane (RFB# SB-02-17)

Date: March 20, 2017

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 _____ ("Vendor") on the above referenced RFB. Attached is a copy of the bid tab results. The contract for RFB: SB-02-17 was awarded by the City Council on _____, in the amount of \$_____.

The contract documents consist of RFB: SB-02-17, your responsive bid, the award and your acceptance. The term of the contract will be for, effective _____.

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 _____.

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 _____, 2016.



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

2.2. Shipment under Reservation Prohibited

Vendor 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 vendor'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 vendor will not have the right to substitute a conforming tender. Where the time for performance has not yet expired, the vendor may reasonably notify City of its 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

Vendor 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 Division.

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 vendor until all required documents pertaining to the sale are received by the City.

All invoices should be mailed to:

Billing Address	Street & Bridge
	City of San Angelo
	1943 St. Ann St.
	San Angelo, Texas 76905

2.8. Gratuities

The City may, by written notice to the vendor, cancel this contract without liability to vendor if it is determined by the City that gratuities were offered from an agent or representative of the vendor 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 vendor 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 vendor 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 vendor as such.

2.10. Warranty-Price

The price to be paid by the City shall be that contained in vendor's bid which vendor warrants to be no higher than vendor'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 vendor breaches this warranty, the prices of the items shall be reduced to the vendor's current prices on orders by others, or in the alternative, reduced to the vendor's current prices on orders by others, or in the alternative, City may cancel this contract without liability to vendor for breach or vendor's actual expense.

The vendor 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 vendor 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

Vendor 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. Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions. Any warranties will become into effect on the contract effective date.

2.12. Safety Warranty

Vendor 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 vendor's expense. In the event vendor fails to make the appropriate correction within a reasonable time, correction made by City will be at vendor's expense.

2.13. No Warranty by City against Infringements

As part of this contract for sale, vendor 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 vendor for indemnification in the event that vendor issued on the grounds of infringement or the like. If vendor 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, vendor 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 vendor, 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 vendor breaches any of the terms hereof including warranties of vendor or if the vendor 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 vendor 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 vendor be valid without the written permission of the City. Any attempted assignment or delegation by vendor 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

Vendor 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 its 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

Vendor 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 vendor shall be advised of any complaints filed with the City alleging that vendor 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 vendor 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 vendors must be Equal Opportunity Employers. Disadvantaged and Minority vendors are encouraged to participate.



2.26. Conflict Of Interest

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

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflict of interests' disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) – included in the bid forms - must be submitted no later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or responds to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

2.27. Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Filing Process:

On January 1, 2016, the ethics commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. **An authorized agent of the business entity must sign the printed copy of the form and have the form notarized.** The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Information regarding how to use the filing application and the application are both available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Instructional videos are available under the heading Instructional Videos for Business Entities.

2.28. Taxes and Permits

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against the City or the selected vendor in connection with the work shall be paid by the vendor. The bid prices shall include all such taxes and the costs of all required permits. The City is exempt from State Sales Tax.

2.29. Examination of Contract Documents

Each vendor shall thoroughly examine and be familiar with this document, specifications, etc. The submission of a bid shall constitute an acknowledgment that the vendor has thoroughly examined and is familiar with the contract documents. The failure or neglect of a vendor to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to its bid or to the contract. No claim for extra or additional compensation will be allowed based upon a lack of knowledge of any contract document, and the City will in no case be responsible for any loss or for unanticipated costs that may be suffered by the selected vendor as a result of conditions pertaining to the work.

2.30. Familiarization with the Type of Work

Before submitting a bid, each prospective vendor shall familiarize itself with the work, local labor conditions and all laws, regulations, and other factors affecting performance of the work. It shall carefully correlate its observations with requirements of this request and otherwise satisfy itself of the expense and difficulties attending performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment for lack of such familiarization.

2.31. Legal Venue

Tom Green County, Texas



CITY OF SAN ANGELO

PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

2.32. Funds – Price

The vendor 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.

2.33. Claims for Overcharges

Vendor 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.

2.34. 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.

2.35. Terms

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

Terms will not renew automatically unless ninety (90) days written notice is given by either party for renewal.



CITY OF SAN ANGELO
PURCHASING DIVISION
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3. NO BID REPLY

For SB-02-17 / HD-5 Propane

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 vendors 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!



4. SPECIFICATIONS

4.1. General

Vendor is to bid the additional cost per gallon which includes any additional charges to cover administrative, freight, handling, and other applicable costs. **This shall not include rack pricing.**

Vendor will invoice the City for payment with the invoice showing the delivery date, the rack price, the additional cost per gallon, and the net total due. Proof of the invoiced rack price shall accompany the invoice.

4.2. Bulk Delivery

Bulk delivery will include delivery of bulk fuel as requested by the City to a site that will vary throughout the corporate limits of the City of San Angelo. Locations will vary and must be verified by the vendor through the City's Contract Representative.

Delivery frequency is anticipated to be at least four days per week with a maximum of six days per week as requested by the City. Delivery could fluctuate at the City's discretion based on weather, mechanical issues, or other situations resulting in a change of normal equipment operation. Delivery amounts will vary but will generally be approximately 500-1,000 gallons per delivery.

Deliveries are to occur either at the end of the City's workday or prior to the City's workday, so-long-as fueling is complete prior to 6:00 a.m.

Fueling will be performed on two pieces of equipment to bulk tanks mounted on each machine, respectively.

Example of Operation:

City crews will complete work at 6:00 p.m. and park the equipment at the overnight storage location.

Vendor will verify with the City's Contract Representative the location of the equipment and if a fuel delivery is needed for the following day's work. Upon verification, the Vendor will deliver fuel to the named location and fuel the equipment to a full capacity either the same day, or the following day so-long-as delivery is complete by 6:30 a.m. the following morning.

4.3. Container Delivery

Vendor is to bid the delivered price per gallon or price per 100 gallon container.

Vendor will break down the cost between leasing, buying outright, or rotating leased or purchased containers.

Container delivery is to be made at 1743 Saint Ann Street. Vendor shall deliver full containers and remove empty containers on a regular basis. Frequency shall be determined by the City and Vendor so-long-as adequate supply remains on-hand to supply the City's daily operations.

Estimated quantities are 1,300 containers annually.

4.4. Fueling at Vendor Location

Vendor is to bid an additional price per gallon for fuel provided at the vendor's fueling location.

Fueling at the vendor's location shall be included in the fueling of containers brought to the vendor's location by the City.

Vendor shall provide, at this time of fueling, a numbered ticket signed by the City employee showing the quantity sold and subsequently invoice the City for payment with the invoice showing the ticket number, the number of gallons sold, the rack price, the additional cost per gallon, and the net total due. Proof of the invoice rack price shall accompany the invoice.



5. BID FORMS

Copies

Submit: One (1) unbound original (binder clips acceptable, two (2) bound copies (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 Sheet
- ☐ Authorized Signature/Contact Information with W-9
- ☐ Addendum Acknowledgment Form
- ☐ Disclosure of Certain Relationships Form
- ☐ Debarment and Suspension Certification
- ☐ Local Preference Consideration Application & Economic Impact Details
- ☐ Vendor Compliance With Reciprocity on Non-Resident Vendors
- ☐ Draft Contract
- ☐ Warranty and Install Information

*At council award, one notarized, original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm will be required.

In submitting its bid, vendor certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the vendor influenced or attempted to influence the bidding process, the City may, in its discretion, reject the bid.

Submit all forms beyond this point.



Bid Sheet

Options will be selected and purchased based on available funding. The bid may not be awarded on lowest price alone. The City is requesting three options for the purchase of propane as shown on the Bid Sheet. Pricing is to be firm for the period of this contract.

FUELING LOCATION	PRICING TYPE	COST
Bulk Delivery	Additional Cost:	\$ /Gallon
Container Delivery		
Leased Containers	Lease Price:	\$ /Container
	Refill & Delivery Price:	\$ /Gallon
Purchased Containers	Selling Price:	\$ /Container
	Refill & Delivery Price:	\$ /Gallon
Vendor Location 1 (list address):	Additional Cost:	\$ /Gallon
Vendor Location 2 (list address):	Additional Cost:	\$ /Gallon
Vendor Location 3 (list address):	Additional Cost:	\$ /Gallon
Additional Refinery/Terminal As Needed:	Cost:	\$ /Gallon
	Additional Cost:	\$ /Gallon

Note: Should there be any differences between the unit price and the extended pricing calculations, the unit price will prevail.

- ☐ Vendor Agrees to allow Piggy-Back Procurements: Yes_____ No_____

Should other Governmental Entities decide to participate in this contract, the Vendor, agrees that all terms, conditions, specifications and pricing would apply.
- ☐ Are these prices based on a purchasing cooperative contract? Yes_____ No_____
- ☐ If Yes, Name of cooperative_____ Contract No _____

(Texas DIR, TXMAS, Buyboard, etc.)
- ☐ Will Vendor accept City credit card (p-card) as a method of purchase? Yes_____ No_____ %Disc_____
- ☐ Payment Terms/Discount (if any): _____



CITY OF SAN ANGELO
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72 West College Avenue, San Angelo, Texas 76903
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Authorized Signature/Contact Information

Firm Name: _____

Mailing Address: _____

City, State Zip Code: _____

Authorized Signature: _____

Print Name: _____ Date: _____

Tax ID (attach IRS W-9): _____

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 may be rejected.

The signee agrees, if this bid is accepted, to furnish any and all goods or 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 signee 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 vendor, and that the contents of this bid as to prices and terms or conditions have not been communicated by the signee nor by any employee or agent to any other vendor 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 vendor 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, nor to influence any person to bid or not to bid thereon.



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Addendum Acknowledgement

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

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

Please Print

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code



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Disclosure of Certain Relationships

NOTICE TO VENDORS

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

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://cosatx.us>. 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.

Purchasing Manager

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO As defined by Chapter 176 of the Texas Local Government Code (Revised 03/02/17)

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: Vacant, SMD 1
Marty Self, SMD 2
Harry Thomas, SMD 3
Lucy Gonzales, SMD 4
Lane Carter, SMD5
Charlotte Farmer, SMD 6 (Mayor Pro Tem)
City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

Tommy Hiebert - President
Edward Carrasco - First Vice President
Juan Flores - Second Vice President
Scott Tankersley - Director
Todd R. Kolls - Director
Richard Crisp - Director
John Edward Bariou, Jr. - Director
Executive Director: Roland Peña



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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date



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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



CITY OF SAN ANGELO
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Debarment and Suspension Certification

- (1) The prospective primary vendor 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 vendor is unable to certify to any of the statements in this certification, such prospective primary vendor shall attach an explanation to this bid proposal.

Business Name _____

Date

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative



Debarment and Suspension Certification

INSTRUCTIONS

1. By signing and submitting this proposal, the prospective vendor 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 vendor 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 vendors 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 vendor 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 vendor shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective vendor learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "vendor," "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 vendor agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective vendor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A vendor in a covered transaction may rely upon a certification of a prospective vendor 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 vendor may decide the method and frequency by which it determines the ineligibility of its principals. Each vendor may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a vendor 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 vendor 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
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Local Preference Consideration

Section 271.9051 of the Texas Local Government Code "CONSIDERATION OF LOCATION OF RESPONDENTS 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 vendor 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 vendor who is not a resident of the municipality, on contracts less than \$500,000 and three percent (3%) on contracts over \$500,000.00 the municipality may enter into a contract with (a) the lowest vendor or (b) the vendor whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local vendor 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 over \$100,000 or Telecommunication and Information Technology Bids/Purchases.

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.

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

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

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



CITY OF SAN ANGELO
PURCHASING DIVISION
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Local Preference Consideration Application

Business Name: _____

Physical Address: _____

Mailing Address: _____

City, State, Zip Code: _____

Business Type:

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

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)

Authorized Representative Signature

Printed Name

Title

Date

(Attach description and documentation of economic impact as outlined on previous page)



Vendor Compliance with Reciprocity on Non-Resident Vendors

Texas Government Code 2252.002 provides that, in order to be awarded a contract as low vendor, a non-resident vendor must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident vendor by the same amount that a Texas resident vendor would be required to underbid a non-resident vendor 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 vendor 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 vendors 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 vendor. Resident vendors 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 vendors 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 vendors.

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

VENDOR:

(Please print)

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code



Draft Contract

PURCHASE AGREEMENT

This nonexclusive Purchase Agreement ("Agreement" or "Contract") is entered into this _____ day of _____, 2017 (but effective as of _____) ("Effective Date") by and between the City of San Angelo, a Texas home-rule municipal ("City") _____ ("Provider" or "Contractor") at _____.

(address)

1. STATEMENT OF GOODS:

A. Description of Goods. Provider shall furnish bulk HD-5 Propane to be delivered to multiple City locations on an as needed basis. The provision of goods hereunder is more particularly described and with approved specifications set forth in Provider's response to RFB No. SB-02-17, **Exhibit "A"**, attached hereto and made a part of this Agreement for all purposes ("Goods"). Provider acknowledges that this Agreement is nonexclusive. City may elect, in its sole discretion, to procure Goods from other authorized vendors.

B. Contract Documents: The following documents are incorporated herein by reference for all purposes as if fully set out herein verbatim: City of San Angelo, Texas, RFB No. SB-02-17; and, Provider's response to RFB No. SB-02-17 (Exhibit "A").

C. Contract Price. City shall pay to Provider for purchase of Goods embraced in this Agreement, and Provider shall accept as full compensation therefore, the Quoted Price in Provider's response to RFB No. SB-02-17, and payment thereof to be made in current funds in the manner provided in paragraph 2 below.

D. Contract Term. This Agreement will be for one (1) year effective from the bid award date by the City Council. One (1) additional one (1) year term extension will be available subject to agreement by both parties. Terms will not renew automatically unless ninety (90) days written notice is given by either party for renewal.

2. PAYMENT PROCEDURES: Provider shall invoice the City for payment pursuant to terms in bid response **Exhibit "A"**, attached hereto. Invoices shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should City require one to be performed. City shall pay the invoice within 30 days of receipt.

3. CONTRACTOR'S REPRESENTATIONS: In order to induce City to enter into this Agreement, Provider makes the following representations to City:

A. Provider has familiarized itself with the nature and extent of the Contract Documents, Goods, and with all local conditions and federal, state and local laws.

B. Provider has made, or caused to be made, examinations and investigations of information as it deems necessary for the sale of Goods at the Contract Price, within the Contract Term and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations or similar data are, or will be required by Provider for such purposes.

C. Provider has given City advanced written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents prior to submitting a bid thereof and award by City.

D. Provider is skilled and experienced to responsibly provide the type of Goods described in the Contract Documents in a timely manner.

4. INDEMNIFICATION:

PROVIDER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AND ITS OFFICIALS, EMPLOYEES AND AGENTS (COLLECTIVELY REFERRED TO AS "INDEMNITEES") AND EACH OF THEM FROM AND AGAINST ALL LOSS, COSTS, PENALTIES, FINES, DAMAGES, CLAIMS, EXPENSES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES (COLLECTIVELY REFERRED TO AS "LIABILITIES") BY REASON OF ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE



TO OR DESTRUCTION OR LOSS OF ANY PROPERTY ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH (I) THE PURCHASE OR NON-PURCHASE OF THE GOODS OR SERVICES CONTEMPLATED BY THIS AGREEMENT WHICH IS OR IS ALLEGED TO BE DIRECTLY OR INDIRECTLY CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION, DEFAULT OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF PROVIDER OR ITS EMPLOYEES, AGENTS OR SUB-PROVIDERS (COLLECTIVELY REFERRED TO AS "PROVIDER"), REGARDLESS OF WHETHER IT IS, OR IS ALLEGED TO BE, CAUSED IN WHOLE OR PART (WHETHER JOINT, CONCURRENT OR CONTRIBUTING) BY ANY ACT, OMISSION, DEFAULT OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OR STRICT LIABILITY OF THE INDEMNITIES, OR ANY OF THEM OR (II) THE FAILURE OF PROVIDER TO COMPLY WITH ANY OF THE PARAGRAPHS HEREIN AND THE CONTRACT DOCUMENTS OR THE FAILURE OF PROVIDER TO CONFORM TO STATUTES, ORDINANCES, OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY, FEDERAL, STATE OR LOCAL, IN CONNECTION WITH THE PURCHASE OF THIS AGREEMENT. PROVIDER EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES, OR ANY OF THEM, FROM AND AGAINST ALL LIABILITIES WHICH MAY BE ASSERTED BY AN EMPLOYEE OR FORMER EMPLOYEE OF PROVIDER, OR ANY OF ITS SUB-PROVIDERS, AS PROVIDED ABOVE, FOR WHICH PROVIDER'S LIABILITY TO SUCH EMPLOYEE OR FORMER EMPLOYEE WOULD OTHERWISE BE LIMITED TO PAYMENTS UNDER STATE WORKERS' COMPENSATION OR SIMILAR LAWS. NOTHING HEREIN SHALL REQUIRE PROVIDER TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ANY INDEMNITEE FOR THE INDEMNITEE'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS AGREEMENT SHALL SURVIVE THE EXPIRATION OF THIS AGREEMENT AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS AGREEMENT BUT THEREAFTER SO LONG AS ANY LIABILITY COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF PROVIDER IN PERFORMING SERVICES UNDER THIS AGREEMENT.

5. INSURANCE - TYPES AND AMOUNTS OF INSURANCE REQUIRED.

Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified below, which by this reference is incorporated into this Agreement for all purposes, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on coverage for Workers' Compensation and Professional Liability. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by City, its officers, or its employees, shall be excess and not contributory to that provided by Provider. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Services under this Agreement without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City's Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

The procurement of insurance coverage by Provider shall not be construed to be a limitation upon Provider's liability or as a full performance on its part of Provider's indemnification requirements under this Agreement. Provider's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Provider to maintain adequate coverage shall not relieve Provider of any contractual responsibility or obligation.

Provider shall require its insurance carrier(s), with respect to all insurance policies, except for Professional Liability, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.



Provider shall cause each subprovider and sub-subprovider of Provider to purchase and maintain insurance of the types and in the amounts specified below. Provider shall require subproviders and sub-subproviders to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

If, in the judgment of City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kinds previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, Provider shall be deemed in default of this Agreement.

A. COMMERCIAL GENERAL LIABILITY.

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

\$ 2,000,000.00	General Aggregate
\$ 1,000,000.00	Products - Completed Operations
\$ 1,000,000.00	Personal & Advertising Injury
\$ 1,000,000.00	Each Occurrence
\$100,000.00	Fire Damage (any one fire)

B. BUSINESS AUTOMOBILE LIABILITY.

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

\$ 1,000,000.00	Combined Single Limit per Claim
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C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

If Contractor hires any employees, Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Contractor against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$ 500,000.00	Employer's Liability, Each Accident
\$ 500,000.00	Employer's Liability, Disease – Each Employee
\$ 500,000.00	Employer's Liability, Disease – Policy Limit

The foregoing requirement will not be applicable if, and so long as, Contractor qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers compensation program in Texas and furnishes evidence of such qualification to City in accordance with the notice provisions of this Agreement.

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



D. ENVIRONMENTAL LIABILITY.

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

\$1,000,000.00	Per loss
\$2,000,000.00	Annual aggregate

6. INDEPENDENT CONTRACTOR. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Provider shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/ or medical insurance and workers' compensation insurance on Provider's employees.

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

8. ASSIGNMENT. No assignment by a party hereto of any rights under, or interest in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such prior consent (except to the extent that this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9. BREACH. Before City shall be liable to Provider or any of its successors or assigns for any alleged breach of this Agreement, notice must first be given City within six (6) months of the date Provider alleges the breach occurred. Such notice shall be in accordance with and provide substantially the same information as required for notice of tort claims as specified in Article 2.05 of the City of San Angelo Code of Ordinances.

10. APPLICABLE LAW. This Agreement and the Contract Documents are subject to all applicable federal and state laws, statutes, codes, rules and regulations and local ordinances, rules and regulations.

11. SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

12. VENUE. This Agreement, including the Contract Documents, is governed by the laws of the State of Texas. Venue for any suit or claim or cause of action arising out of or related to the Goods covered by this Agreement shall be in Tom Green County, Texas.

13. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

14. TERMINATION.



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

i) If either party shall default in performance of any of the covenants and conditions required herein, and such default continues for a period of ten (10) days after written notice describing the default is delivered to the defaulting party, the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice of termination.

ii) City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Contractor at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Contractor compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

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

CITY OF SAN ANGELO

By: Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

PROVIDER:

By:

APPROVED AS TO FORM:

Brandon Dyson, Assistant City Attorney

APPROVED AS TO INSURANCE:

Charles Hagen, Risk Manager

APPROVED AS TO CONTENT:

Shane Kelton, Director of Operations



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PURCHASING DIVISION
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EXHIBIT "A"

Provider's Response to RFB No. SB-02-17