

CITY OF SAN ANGELO REQUEST FOR PROPOSAL

Fleet Services Division

Auctioneer Services

RFP No. FS-11-18



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

Submittal Deadline
May 8, 2018/2:00 PM, Local Time

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CITY OF SAN ANGELO

PURCHASING DIVISION

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

INTRODUCTION

General

The City of San Angelo (City) is requesting proposals from qualified auctioneers, licensed in the state of Texas, to be considered for internet-based and live auction services. In order for a proposal to be considered, the persons or organizations responding to this proposal (respondents) must demonstrate the capacity to perform the services described in the request for proposal.

Respondents may provide a proposal for either internet-based auction services, live auction services, or a combination of the two.

Confidentiality

All proposals submitted shall remain confidential. After award, proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

Document Availability

Proposal 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 > RFP: FS-11-18/Auctioneer Services

Digital Format

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

Interpretations

All questions about the meaning or intent of the contract documents, including specifications shall be submitted to the Purchasing Division via email sapurch@cosatx.us or in writing. Please include the RFP Number and Title in the subject line. Questions received after the deadline established for submitting questions/interpretations will not be answered.

Replies will be issued by addenda and posted on the City's website. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect.

Required Response

The City requires a response to any Request for Proposal (RFP) notifications mailed to potential vendors. Should a company choose not to participate, 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 RFP submittals must be received no later than **May 8, 2018, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Proposals received after the bidding deadline, regardless of the mode of delivery, will be not be considered.

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

Faxed or electronically submitted proposals will not be accepted.

Copies

Submit: One (1) unbound original (binder clips acceptable), three (3) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required RFP forms.



CITY OF SAN ANGELO

PURCHASING DIVISION

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

Delivery Address

City of San Angelo
Purchasing Division, RFP: FS-11-18
72 W. College Ave., Suite 310
San Angelo, Texas 76903

Mark Sealed Envelope: "RFP NO. FS-11-18/Auctioneer Services"

Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Division will issue addenda addressing the nature of the change and post them on the City's website. Respondents should **acknowledge any addenda and return the form with their proposal package**. Respondent is responsible for checking the City's website to determine if any addenda have been issued prior to submitting a proposal. Failure to consider all addenda will be at the respondent's risk.

Award of Contract

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

The City will select the most highly qualified respondent(s) of the requested services based on all evaluation factors and then attempt to negotiate a contract. The City reserves the right to negotiate and award this contract in two separate parts: internet based auctions and live auctions.

Acceptance of Proposal Content

Before submitting a proposal, each respondent 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 proposal will rely. If the respondent receives an offer because of its proposal, failure to have made such investigation and examinations will in no way relieve the respondent from its obligation to comply in every detail with all provisions and requirements.

Equal Employment Opportunity

Attention of respondents to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color religion, sex, national origin, age, or disability.

Proposal Term

This proposal will be for one (1) year effective from the award date by the City Council. Four (4) additional one (1) year term extensions will be available subject to agreement by both parties.

The respondent must notify the City ninety (90) days prior to the end of each term as to their intention to terminate the contract. Terms will renew automatically unless ninety (90) days written notice is given for termination.

Points of Contact

Candice Blake, Manager

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

Ryan Kramer, Superintendent

Fleet Services
City of San Angelo
1727 Saint Ann St.
San Angelo, Texas 76905



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1. INSTRUCTIONS TO RESPONDENTS

1.1. Corrections, Additions, or Deletions

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

1.2. Examinations of RFP Documents

Respondents are expected to examine all specifications, drawings, standard provisions, and instructions. Failure to do so will be at the respondent's risk.

1.3. Taxes

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

1.4. Authorized Signature

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

1.5. Modification or Withdrawal of Proposals

Proposals **CANNOT** be altered or amended after the closing time. Proposals may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Division. A proposal may also be withdrawn in person by a respondent or their authorized agent, provided their identity is made known and they sign a receipt for the proposal. No proposal may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Division.

1.6. Restrictions on Communication

Respondents shall not communicate with: 1) elected City officials and their staff regarding the RFP or from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP 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 RFP and/or proposal submitted by respondent. Violation of this provision by respondent and/or its agent may lead to disqualification of respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Private (non-business) contacts with the City by the respondent's employees acting in their personal capacity;
2. Casual social contacts that do not include mention of the RFP;
3. Respondents may submit written questions concerning this RFP to the email listed below up to a week 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 RFP Number and Title is in the Subject Line.** Questions submitted and the City's responses will be published in the form of addenda to the City's website at www.cosatx.us. Respondent 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. Respondents 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, respondents shall not bring lobbyists. All cost associated with interviews will be at the respondents' expense. 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, respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents 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.



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City reserves the right to contact any respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons shall not be considered a violation by respondent of this section.

1.7. Disqualification

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

- A. The respondent is involved in any litigation against the City of San Angelo;
- B. The respondent is in arrears on any existing contract or has defaulted on a previous contract with the City;
- C. The respondent is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency;
- D. The proposal is not received by the proposal submittal deadline; or,
- E. The proposal is not executed by a person authorized to enter into a contract binding on the respondent.

1.8. Reservations

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

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

1.9. Acceptance

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



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2. SCOPE OF SERVICES REQUESTED

The City of San Angelo is accepting proposals for auctioneer services which shall include, at a minimum, but not be limited to:

For internet based auctions:

1. Hosting of web-based auctions and posting of any/all items for sale on a secure website.
2. Requiring that a bidder must register with the auction company for security and confidence of payment for purchased items.
3. Processing all required payments and taxes from bidders.
4. Issuing auction proceed payment to the City.
5. Maintaining all files pertaining to the auction including sales tax exemptions and resale forms.
6. Advising City staff on posting of items for sale, starting bids, and reserves.
7. Advertising of all auctions.
8. Generating invoices for paid bidders and for City records.
9. Submitting required sales tax monies to the State.
10. Maintaining current Texas auctioneer's licensing for the term of the contract.
11. Any additional task or process as required by the State or Federal law.

For live auctions:

1. Operating live auction at assigned location.
2. Requiring that a bidder must register with the auction company for security and confidence of payment for purchased items.
3. Processing all required payments and taxes from bidders.
4. Issuing auction proceed payment to the City.
5. Maintaining all files pertaining to the auction including sales tax exemptions and resale forms.
6. Advising City staff on posting of items for sale, starting bids, and reserves.
7. Advertising of all auctions.
8. Generating invoices for paid bidders and for City records.
9. Submitting required sales tax monies to the State.
10. Maintaining current Texas auctioneer's licensing for the term of the contract.
11. Any additional task or process as required by the State or Federal law.



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3. PROPOSAL FORMAT

Proposals shall be submitted in the following format with each element requested and/or form furnished as specified to facilitate evaluation of the proposals. The detailed requirements in this RFP are **mandatory**. **Respondents may consider combining or separating the items listed below for each auction type, if applicable.**

FAILURE TO ADHERE TO THE REQUIRED FORMAT MAY BE CAUSE FOR REJECTION OF PROPOSAL.

To aid in the evaluation, all responses shall follow the same general format. Each section has a maximum page limit:

1. Table of Contents (1 page)

Include a clear identification of the material by section and by page number.

2. Scope (5 pages)

Clearly describe the scope of the required services to be provided to ensure consistency with the City's needs.

3. Staff Qualifications and Organization Experience (5 pages)

Please identify the key personnel that will be working on this project. This section should include resumes and/or information to expound on the proposed staff experience and qualifications.

4. Approach in Providing Services (5 pages)

Based on the general requirements listed in this RFP document, please describe your overall approach and methodology for completing the services as requested.

5. References (5 pages)

Please provide information in this section on references for similar services you have provided.

6. Fee Schedule (1 page)

Provide a proposed fee schedule by year. Express your proposed fee(s) as percentage based or itemized, not-to-exceed amounts. Separate travel and related expenses (if applicable).

- Organization shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.
- Respondents may submit proposals on any task or combination of tasks, and may propose alternate payment methods (i.e.: hourly rates). However, expenses not specifically listed will not be considered.
- The actual contract amount will be negotiated after the respondent has been selected and the scope of work finalized.

Please note: The City of San Angelo does not pay for services before it receives them. The City cannot accept contract terms with upfront payment terms or deposits.

7. Additional Data or Services Offerings (3 pages + all required forms)

Provide any additional information considered essential to this proposal and all other required forms.



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4. SELECTION PROCESS

A selection committee will evaluate and rank the proposals in relation to the published selection criteria within 45 days after the opening.

The City reserves the right to negotiate the final fee schedule, prior to recommending any contract.

The City's process is as follows:

1. The City will evaluate and rank the proposals in relation to the published selection criteria within 45 days after the opening.
2. The City reserves the right to revise the proposal and then request "Best and Final Offers" from the top candidates following the initial evaluation.
3. The City then will select the proposal that offers the best value based on the published selection criteria and its ranking evaluation.
4. Following the selection, the contract negotiation process begins and the City will negotiate first with the highest ranked offer. At this stage, the City may discuss modifications to the proposed scope, time and price. Modifications are not required, and if they are discussed but not agreed to by the City and the respondent, a final contract may still be negotiated and agreed upon based on the original response to the RFP. If the two parties are unable to reach a final agreement, the City will inform that respondent in writing that negotiations are ended.
5. The City may then negotiate with the next ranked respondent. This continues in the order of the selection ranking until a contract is reached or all proposals are rejected.

The proposals will be evaluated based on the criteria and weighting detailed below.

Item	Criteria	Points
1	Completeness and conformity of the reply to the RFP	5
2	Overall approach and methodology to be used to accomplish the RFP requirements	20
3	Staff Qualifications and Organization Experience	50
4	References	10
5	Fee Schedule	15
Total		100

Each respondent may include a maximum of five (5) pages of information not included in the above descriptions, which may be useful and applicable to this project.



5. NO BID REPLY

For FS-11-18 / Auctioneer Services

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

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

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

PLEASE PRINT

We wish to: ☐ **Remain On**
☐ **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!



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6. SUBMISSION FORMS

Copies

Submit: One (1) unbound original (binder clips acceptable, three (3) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required RFP forms.

Please submit all forms in the following order:

- ☐ Contact Information Form (IRS Form W-9)
- ☐ Addenda 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
- ☐ List of References
- ☐ Rate/Fee Schedule
- ☐ Draft Contract Cover
- ☐ Special Insurance Rider
- ☐ Verification Relating to Prohibited Contracts – Israel
- ☐ Survey

*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 proposal, respondent 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 respondent influenced or attempted to influence the bidding process, the City may, in its discretion, reject the proposal.

Submit all forms beyond this point.



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Contact Information Form

Vendor Name: _____

Authorized Signer: _____

Print Name: _____

Date: _____

Title: _____

Email: _____

Primary Contact: _____

Title: _____

Email: _____

Telephone: _____

Fax: _____

Mailing Address: _____

City, State, Zip: _____

Physical Address: _____

(Cannot be a PO Box)

City, State, Zip: _____

Attach IRS W-9



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Addenda 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 _____

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 03/20/18)

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

City of San Angelo City Council:

Mayor: Brenda Gunter, Mayor
Councilmembers: Tommy Hiebert, SMD 1
Tom Thompson, SMD 2
Harry Thomas, SMD 3
Lucy Gonzales, SMD 4
Lane Carter, SMD5 (Mayor Pro Tem)
Billie DeWitt, SMD 6
City Manager: Daniel Valenzuela

Development Corporation officers are:

Edward Carrasco, President
Todd R. Kolls, Second Vice President
David Cummings, Director
John Edward Bariou, Jr., Director
Bill Dendle, Director
Elizabeth Grindstaff, Director
Oscar Casillas, Director

Acting Executive Director: Michael Dane



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.



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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



CITY OF SAN ANGELO

PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

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.



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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 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, 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 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 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.



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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)



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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



List of References

List at least three (3) references of similar scope and size giving company name, contact information, and term.

Reference One

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Two

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Three

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____



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Reference Four

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

Reference Five

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



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Draft Contract Cover

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

_____ I have read and can comply with all contract terms. I am not returning the draft contract.

_____ I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.

Signature

Date

Contract # _____

RFP No. FS-11-18

In consideration of the mutual covenants and promises herein contained, City of San Angelo and the below named Contractor agree as follows:

CITY OF SAN ANGELO/OWNER, _____ Department
Director/Representative: _____, Director
San Angelo, Texas, 76903
Telephone: (325) _____
EMAIL: _____

CONTRACTOR: _____
(If an entity other than individual, indicate whether Contractor is authorized by or registered as a foreign entity with the Texas Secretary of State to do business in Texas) Yes ☐ / No ☐

Authorizing Officer/Agent: _____
EMAIL: _____
Address: _____

Telephone: _____

General Description of Project & Scope of Work: _____
(The general description of the project that is set forth in the RFB/RFP will be included here)
_____.



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Effective Date: This contract shall be effective from and after the _____ day of _____, 2018.

Date of City Council Authorization _____, 20__

Contract Time: ☐ Contractor agrees to substantially complete Work within _____ consecutive days after the date Work commences as established by the Notice to Proceed, except upon Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to authority of their governing bodies; or

☒ The term of this contract shall be for a period of one (1) year, commencing on the “Effective Date” and automatically expiring on _____, 20__, subject to extension as may be provided for in the contract documents.

☒ City shall have four (4) options to extend the term hereof for a period of one (1) year each, subject to availability and appropriation of funds. City must notify Provider of its desire to exercise the option to extend the term hereof in writing ninety (90) calendar days prior to the expiration of this Agreement

Davis-Bacon Act or Texas Prevailing Wage Rate, Texas Gov. Code, Chap. 2258:

Davis-Bacon Act required payment of prevailing wages on federally funded or assisted construction projects

☐ **Applies** / ☒ **Does Not Apply** to this contract.

Texas Government Code Chapter 2258 Prevailing Wage Rates

☐ **Applies** / ☒ **Does Not Apply** to this contract.

Contract Price: Notwithstanding anything to the contrary in the contract documents, compensation due and payable by the City under this Contract shall not exceed;

- ☐ Base Price \$ _____,
- ☐ Schedule of Rates and Charges,
- ☐ plus Alternate 1 \$ _____,
- ☐ plus Alternate 2 \$ _____,
- ☐ plus Alternate 3 \$ _____

for a total sum of _____ **AND NO/100 DOLLARS (\$),** except upon Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to authority of their governing bodies.



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Contract Documents Adopted by Reference: The parties to this Contract adopt in their entirety by reference thereto each of the following contract documents indicated by checkmark, as if each document were set forth herein word for word and in its entirety:

☒ RFP No. FS-11-18

☐ ADDENDUM 1 to bid dated _____, 20____

☐ ADDENDUM 2 to bid dated _____, 20____

☐ ADDENDUM 3 to bid dated _____, 20____

☐ City of San Angelo Standard Performance Contract Terms (effective April 16, 2018)

☐ City of San Angelo Standard Professional Services Contract Terms (effective _____, 2018)

☒ City of San Angelo Special Contract Terms for Non-Professional Contracts (effective April 16, 2018)
(CMAR./Prof. Svcs./other)

☐ City of San Angelo Owner's General Construction Conditions (effective April 16, 2018)

☐ Plans: _____
(Include engineering entity, date, part/phase and other identifying information)

☐ Technical Specifications _____
(Include source, date, part/phase and other identifying information)

☒ Contractor's Response to RFP No. FS-11-18

☐ Other: _____

Acknowledgement of Receipt of Contract Documents:

The foregoing identified Contract Documents excluding Contractor's Response to request for bid or proposal are posted on the City's website at <http://www.cosatx.us/departments-services/purchasing/bid-information>. Hard copies are available to the Contractor upon request addressed to the City of San Angelo, Purchasing Division, 72 W. College, San Angelo, Texas 76903; (325) 657-4219. BY THE EXECUTION HEREOF, CONTRACTOR REPRESENTS THAT CONTRACTOR HAS REVIEWED AND IS FAMILIAR WITH EACH OF THE CONTRACT DOCUMENTS, HAS SECURED HARD COPIES OF THE CONTRACT DOCUMENTS THAT CONTRACTOR DESIRES TO ACQUIRE, AND AGREES THAT IT IS THE INTENTION OF THE PARTIES THAT THE CONTRACT DOCUMENTS BE MADE A



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PART OF THIS AGREEMENT AS IF EACH WERE SET FORTH, VERBATIM IN THIS AGREEMENT.

The terms, provisions, specifications and conditions of RFP No. FS-11-18 and any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFP shall prevail over any conflicting term, provision, specification or condition in Contractor's Response.

Separately Executed Contract Documents: The following contract documents indicated by checkmark below are separately required to be executed by the Contractor as conditions precedent to City's performance obligations under the contract:

☒ Authorized Signature/Contact Information (with W-9)

☐ Bid Security (based on base bid price)

☐ Performance & Payment Bonds (if applicable)

☒ "Conflict of Interest Questionnaire" Chapter 176 of the Texas Local Government Code

☒ Debarment and Suspension Certification

☒ Local Preference Consideration Application & Economic Impact Details

☒ Vendor Compliance with Reciprocity on Non-Resident Vendors

☒ Verification Relating to Prohibited Contracts – Israel

☒ Certificate of Insurance

☒ Special Insurance Rider

☒ 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, submitted to City of San Angelo Purchasing Division.

Contractor Representations and Warranty: Contractor represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.



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

CONTRACTOR:

BY: _____

(Name and office held)

DATE: _____

EMAIL: _____

CITY OF SAN ANGELO:

By: _____

Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

DATE: _____

(SEAL)

City Official Approvals:

APPROVED AS TO CONTENT:

_____, Purchasing Manager

APPROVED AS TO CONTENT:

_____, Director of

APPROVED AS TO RISK:

Charles Hagen, Risk Manager

APPROVED AS TO FORM:

Dan T. Saluri, Deputy City Attorney



Special Insurance Rider

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

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

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

1.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Provider and the additional 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 be as follows:

\$ 1,000,000.00	Each Accident Limit
-----------------	---------------------

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

Statutory Amount	Workers' Compensation
\$ 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

Vendor agrees to comply with City of San Angelo Special Insurance Rider requirements.

Date

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative



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Verification Relating to Prohibited Contracts – Israel

City of San Angelo, Texas, RFB FS-11-18

My name is _____, "Declarant":
(First) (Middle) (Last)

My date of birth is _____; and,

My address is _____, _____, _____
(Street) (City) (State)
_____, and _____
(Zip Code) (Country)

My position with _____, contracting company, is _____.
(contracting company) (office held)

(1) The foregoing named contracting Company does not now and will not during the term of this contract, have contracts with or provide supplies or services to, an entity or company known to have contracts with or to provide supplies or services to a foreign terroristic organization or with an entity or company identified as providing such on a list prepared and maintained by the Texas Comptroller pursuant to Subchapter "F", Sections 2252.151 et. seq., Chapter 2252 "Contracts with Governmental Entity" of the Texas Government Code; neither is contracting Company identified as an entity providing such supplies or services on said list.

(2) The foregoing named contracting Company does not boycott Israel; and will not boycott Israel during the term of the contract with the City of San Angelo.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of
(County)

_____, 20 _____.
(Month)

Declarant



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Survey

How did you hear about this RFP?

- ☐ Newspaper
- ☐ Email
- ☐ Letter
- ☐ City Website
- ☐ Person: _____
- ☐ Other: _____