

# CITY OF SAN ANGELO REQUEST FOR QUALIFICATIONS

Water Utilities Department

## Professional Services – Engineering Services for Water System Improvements

RFQ No: WU-04-19



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

**Submittal Deadline**  
**January 8, 2019, 3:00 PM Local Time**



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

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## CITY OF SAN ANGELO

### PURCHASING DIVISION

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

## INVITATION

### General

The City of San Angelo is requesting the submission of Statements of Qualifications (SOQ) with respect to possible loan and/or loan forgiveness funding through the Texas Water Development Board (TWDB) to provide for planning, permitting, environmental, design, and construction management phase and other services as necessary associated with the design and construction of water system improvements related to the Hickory Groundwater Project. This Request for Qualifications (RFQ) solicits information that will enable the City to determine the highest qualified Engineering Firm that may provide professional engineering services for the planning, design and construction management of a project, or projects that may be funded through the TWDB.

### Document Availability

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

- Bid Information > RFQ: WU-04-19 Professional Services – Engineering Services for Water System Improvements

### Digital Format

If specifications are obtained in digital format in order to prepare a submission, the submission must be submitted in hard copy according to the instructions contained in this RFQ package. If, in its response, firms make any changes whatsoever to the published specifications, the specification **as published** shall control. Furthermore, if an alteration of any kind to the specifications 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 RFQ notifications mailed to potential firms. Should a firm choose not to provide a submission 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 RFQ submittals must be received no later than **January 8, 2019, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Submissions received after the bidding deadline, regardless of the mode of delivery, will be not be considered.

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

***Faxed or electronically transmitted RFQ submittals will not be accepted.***

### Copies

Submit: One (1) unbound original (binder clips acceptable), four (4) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required RFQ forms.

### Delivery Address

City of San Angelo  
Purchasing Division, RFQ: WU-04-19  
72 W. College Ave., Suite 310  
San Angelo, Texas 76903

**Mark Sealed Envelope: "RFQ NO. WU-04-19 / Professional Services – Engineering Services for Water System Improvements."**

### Addenda

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



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#### **Rejection of Submissions**

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

#### **Points of Contact**

##### **Request for Qualifications:**

###### **Candice Blake, Manager**

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

##### **Project Manager after Council Award:**

###### **Allison Strube, Director**

Water Utilities Department  
City of San Angelo  
301 W. Beauregard Ave.  
San Angelo, Texas 76903



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## 1. INSTRUCTIONS TO FIRMS

### 1.1. Interpretations

All questions about the meaning or intent of the RFQ 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 a week prior to the date for opening of RFQ submissions will not be answered. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect. The RFQ invitation number must appear on all correspondence, inquiries, etc. It is the firm's responsibility to ensure all addenda have been considered prior to submitting a response.

### 1.2. Restrictions on Communication

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

Exceptions to the Restrictions on Communication with City employees include:

1. Private (non-business) contacts with the City by the firm's employees acting in their personal capacity;
2. Casual social contacts that do not include mention of the RFQ;
3. Firms may submit written questions concerning this RFQ 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](mailto:sapurch@cosatx.us). **Please ensure the RFQ 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](http://www.cosatx.us). Firm 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. Firms 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, firms shall not bring lobbyists. All cost associated with interviews will be at the firms' 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, firms shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Firms 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.

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

### 1.3. Disqualification

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

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



**1.4. Confidentiality**

All responses submitted shall remain confidential. After selection of a firm, submissions 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 submission unless clearly identified as such.

**1.5. Selection**

The City reserves the right to accept or reject any or all submissions, and to waive any informalities or irregularities in the RFQ process.

The City will select the most highly qualified firm(s)/team(s) for the requested services based on demonstrated competence and qualifications.

**1.6. Proposed Terms of the Agreement**

The term of the agreement will be negotiated with the selected firm.

**1.7. Acceptance of Content**

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

**1.8. Equal Employment Opportunity**

All firms must be equal opportunity employers. Disadvantaged and minority respondents are encouraged to participate in this RFQ. Firms must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, age, or disability.

**1.9. Modification – Corrections, Deletion, or Additions**

No phone, fax, or email changes to submissions will be accepted. Corrections, deletions, or additions shall be submitted in writing and delivered in a sealed envelope prior to opening.

**1.10. Submission by Corporation**

Submissions by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation shall be shown below the corporate name. Submissions by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Submissions by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

The names of all persons signing must also be legibly printed below the signature. A submission by a person who affixes to their signature the word "president", "secretary", "agent", or other designation without disclosing their principle may be held to be the submission of the individual signing. When requested by City, evidence of the authority of the person signing shall be furnished.

Forms must be completed in ink. All blank spaces shall be filled. Submissions received without all such items completed may be considered nonresponsive.

The firm is not required to acknowledge receipt of addenda but shall include all addenda in firm's response. No alterations in submissions or alterations made to the printed forms, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the firm. Failure to consider all addenda prior to submitting a submission shall be at the risk of the firm.

**1.11. Withdrawal of Submission**

Submissions may be modified or withdrawn by contacting the Purchasing Division and requesting withdrawal any time prior to opening of submissions. Notice must be in writing. Notices by email, fax, or phone will not be accepted.



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#### **1.12. Examination of Contract Documents**

Each firm shall thoroughly examine and be familiar with this document, specifications, etc. The submission shall constitute an acknowledgment that the firm has thoroughly examined and is familiar with the contract documents. The failure or neglect of a firm to receive or examine any of the contract documents shall in no way relieve them from any obligations with respect to their submission or to the contract.

#### **1.13. Familiarization with the Type of Work**

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

#### **1.14. Reservation**

Firm understands the City reserves the right to reject any submission(s) and the right to waive technicalities if such waiver is in the best interest of the City.



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## **2. TYPE OF PROFESSIONAL SERVICES REQUIRED**

### **2.1. Intent**

The intent of the City is to hire an Engineering Firm to provide planning, design, and construction management phase engineering services via a two-step procurement process. The City will evaluate all respondents' Statement of Qualifications in step one and may conduct interviews with short-listed respondents, in step two. At the conclusion of either step one or step two of this process, the City will rank candidates by order of highest qualifications and first attempt to negotiate a fair and reasonable fixed price contract with the highest qualified Engineering Firm. If unable to negotiate a mutually acceptable contract, the City will terminate negotiations with the highest qualified Engineering Firm and begin negotiating with the next highest qualified candidate. If necessary, the City will repeat these steps until an acceptable contract is obtained.

The City reserves the right to reject any or all qualification statements received in response to this public notice. The City reserves the right to short list respondents and base final selection rankings on personal interviews. The City reserves the right to conduct new project planning, design, and construction management phase engineering services selection procedures for this or future projects.

### **2.2. Standards**

The selection of a service provider and award of a contract may be contingent upon the funding and approval through the TWDB.

This RFQ is issued in accordance with Section 2254 of the Texas Government Code (Professional Services Act) and Title 40 Code of Federal Regulations, Part 31 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments).

State and Federal requirements are applicable to this project, including requirements regarding procurement, cost and pricing data, solicitation of Minority and Women's Business Enterprises (MWBE) and Equal Employment Opportunity (EEO). It is the respondent's responsibility to make a good faith effort in offering fair opportunity for participation in this project. Documentation of applicable efforts may be required.

Small, Minority, and Women Business Enterprises (SMWBE) are encouraged to submit qualification statements for consideration as are Small Business in a Rural Area (SBRA).

### **2.3. Project Schedule**

The project planning, permitting, environmental, design and construction management phase services and additional services contract is anticipated to be awarded early 2019. The contract may be extended at the mutual agreement of the parties, or whatever greater period of time allowed by the TWDB during which the contract is in effect.

### **2.4. Project Description**

The proposed various future projects for the period of service may include, at the City's determination and schedule, the following:

- 2.4.1.** Provide for planning, permitting, environmental, design and construction management phase services and other additional services associated with the Hickory Groundwater Supply Project. The project will include improvements to the City's water treatment facilities along with additional wells and associated collection lines, storage and transmission lines.

### **2.5. Public Record**

All data and information submitted by the Engineering Firm in response to this RFQ shall become public information, as provided by the Texas Open Records Act, Texas Government Code Sections 552.001 – 552.026. The City does not assume responsibility for asserting legal arguments for confidentiality on behalf of the Engineering Firm.

### **2.6. Cost of Preparing Statement of Qualifications Package**

Costs for preparing the SOQ Package and any subsequent materials or presentations shall be solely the responsibility of the prospective Engineering Firm.

### **2.7. Scope of Services**



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The selected Engineering Firm shall provide timely and professional planning documents, geotechnical investigations, design surveys, construction plans and technical specifications and contract documents, construction staking, operations and maintenance manuals and other specific services as discussed below. It is the intent of this RFQ that a consistent quality of services is provided for all of the project's components.

The scope of Planning, Design, and Construction Management Phase Engineering Services is expected to include:

- 2.7.1.** Attend preliminary conferences with the City, TWDB personnel and other interested parties regarding the project. Assist the City in the preparation of applications and supporting documents for government grants, loans, or advances in connection with the project. Assist in the preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
- 2.7.2.** Prepare a Preliminary Engineering Feasibility report, which shall, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to the City, which the Engineer recommends.
- 2.7.3.** Determine the necessity for acquisition of any additional real property/easements/right-of-way for the City's potential project(s) and, if applicable, furnish all necessary information such as name and address of property owners, legal descriptions of parcels to be acquired and map of entire tracts with designation of part to be acquired to the City. Prepare property surveys, detailed descriptions of sites, maps, or drawings as required assist in negotiating for land and easement rights. The Engineer will coordinate preparation of an appraisal by a qualified appraiser to be paid for by the City, of the value of real property needed for the necessary facilities and determine the availability of title, easements, and rights-of-way needed to implement the project. The Engineer will assist the City to obtain all necessary right-of-way and easements on behalf of the City pursuant to federal requirements acceptable to public funding agencies.
- 2.7.4.** Furnish and submit, on behalf of the City, the engineering data necessary for applications for routine permits by local, state and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in aid, or for planning advances). The Engineer will also prepare and submit, on behalf of the City, the engineering data and other information as required by the Texas Commission on Environmental Quality (TCEQ) for Texas Pollution Discharge Elimination (TPDES), including discharge permits and Storm Water Pollution Prevention Plans (SWP3) as required.
- 2.7.5.** Provide field surveys to collect information required for planning and design and complete related office computations and drafting.
- 2.7.6.** Perform geotechnical investigations such as auger borings core borings, soil tests, or other subsurface explorations and laboratory testing and inspecting of samples or materials relevant to design.
- 2.7.7.** Prepare detailed construction plans, specifications and contract documents for the construction authorized by the City in accordance with all State and Federal requirements.
- 2.7.8.** Prepare estimates for probable construction cost of the authorized construction.
- 2.7.9.** Furnish the City with copies of approved contract documents including notices to bidders and proposal forms.
- 2.7.10.** Assist the City in the advertisement of the project for bids.
- 2.7.11.** Attend the bid opening and tabulate the bid proposal, analyze the responsiveness of the bidder(s) and make recommendations for awarding contract(s) for construction to the lowest responsive bidder(s).
- 2.7.12.** Prepare and coordinate approval of formal contract documents and coordinate issuance of Notice to Proceed from the TWDB.



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- 2.7.13.** Provide field surveys and office computations for construction control staking, including the staking of bench marks and horizontal control references for the contractor to stake out of work.
- 2.7.14.** Consult and advise the City during construction; issue all instruction to the contractor requested by the City and prepare and issue routine change orders with the City's approval. Prepare alternate designs or non-routine contract change orders that are necessary due to no fault of the Engineer and upon approval of the City and TWDB.
- 2.7.15.** Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. The Engineer will review and approve for conformance with the design concept, all shop drawings and other submittals as required by the contract documents to be furnished by contractors.
- 2.7.16.** Obtain and review monthly and final estimates for payments to contractors, and furnish any recommended payments to contractors or suppliers to the City and assemble written guarantees which may be required by the contract documents.
- 2.7.17.** Attend monthly meetings with the City and TWDB during construction.
- 2.7.18.** Prepare an operation and maintenance manual that meets applicable TWDB guidelines for submission to the City before construction of the project is 90% complete.
- 2.7.19.** Conduct, in the company of the City, a final inspection of the project for compliance with the contract documents and submit recommendations concerning project status of the City's final payment to the contractor. Prior to submission of recommendation for final payment on each contract, the Engineer will submit a certificate of substantial completion of work done under that contract to the City, TWDB and others as required.
- 2.7.20.** Revise the contract drawings (unless redrawing is required) from as-built drawings submitted by the contractor, to show the work as constructed. The Engineer will provide the City with one set of reproducible records (as-built) drawings and two sets of prints. Such drawings will be based on the resident project inspector's construction data and the construction records provided by the contractor during the construction.
- 2.7.21.** Coordinate approval and issuance of Certificate of Completion from TWDB and others as required.
- 2.7.22.** Conduct, within one month of its expiration, in the company of the City, a warranty inspection of the project for compliance with the contract documents and submit recommendations concerning project warranty issues to the City, TWDB and others as required.
- 2.7.23.** The Engineer shall review the first year's operation of the project and revise the operations and maintenance manual for the project as necessary to accommodate actual operational requirements and expenses. Eleven months after initiation of the project's operation, the Engineer shall advise the City in writing whether the project meets the project performance standards.
- 2.7.24.** The Engineer shall assist in training operating personnel and coordinate the preparation of curricula and training materials for operating personnel.

## **2.8. Prohibition**

Do not submit pricing information. If pricing information is submitted, the response to the RFQ will not be considered.

## **2.9. Additional Information**

- 1. This contract is contingent upon release of funds from the Texas Water Development Board (TWDB).
- 2. Any contract or contracts awarded under this Request for Qualifications (RFQ) are expected to be funded in part by a loan or loan forgiveness from the TWDB. Neither the State of Texas nor any of its departments, agencies, or employees are or will be a party to this RFQ, or any resulting contract.
- 3. This contract is subject to the Environmental Protection Agency's (EPA) Disadvantaged Business Enterprise (DBE) Program, which includes EPA-approved fair share goals toward procurement of Minority and Women-



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owned Business Enterprise (M/WBE) firms. EPA rules require that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to M/WBEs through demonstration of the six affirmative steps. For more details of the DBE Program and the current, applicable fair share goals, please visit [www.twdb.texas.gov/dbe](http://www.twdb.texas.gov/dbe).

4. Equal Opportunity in Employment – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended by Executive Order 11.375, and as supplemented in Department of labor regulations 41 CFR; Part 60. Small, minority and women-owned firms are encouraged to submit proposals.



### **3. REQUEST FOR QUALIFICATION FORMAT**

Respondents are encouraged to use their own format within the guidelines described in the RFQ:

- Maximum page size for graphics: 11 inches by 17 inches.
- Maximum page size for text: 8.5 inches by 11 inches.
- Minimum line spacing: 1.0
- Minimum font size: 12 point (except for documents prepared by others; e.g., Professional Liability Insurance Certificate).
- Minimum margins: 1 inch on all sides.

In addition to all required forms and documentation, each firm must provide the following information:

#### **3.1. Transmittal Letter**

Provide the names, title, address (physical and mailing) and telephone number of the official contact. The letter shall be numbered if more than one page.

#### **3.2. Conflict of Interests Statement**

Those interests of the Engineering Firm that would impede with or interfere in the carrying out of the duties and responsibilities of the position of Project Design Engineer are deemed conflicting. Utilize the attached Conflict of Interest Statement form.

#### **3.3. Qualification Statement**

Use the format in Section 6. RFQ Submittal Forms – Statement of Qualifications. No material shall be incorporated by reference only, nor should brochures, photos, or additional data be submitted. Any such material will not be considered in the evaluation process. The entire Qualification Package shall stand alone and include full responses to all RFQ instructions. The Qualification statement must not exceed 20 pages of 8½" by 11" paper.

Note: If the Engineering Firm is a Joint Venture firm, then documentation of its incorporation may be requested.



#### **4. EVALUATION PROCESS AND CRITERIA**

- a. The selection committee shall screen and rate all of the responses that are submitted. Selection ratings will be based on the 100-point scale above.
- b. The selection committee will select the most qualified firm(s) and may invite them for an interview, at the firms' own expense, if desired.
- c. The City will evaluate all responses based on the qualifications, background, training, experience, staff qualifications, and interviews (if applicable). The City reserves the right to negotiate the final fee schedule, prior to recommending any firm for a contract.
- d. When services and fees are agreed upon, the selected firms shall be offered a consulting contract subject to City Council approval.
- e. Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked firm. The process shall continue until an agreement is reached with a qualified firm.

This RFQ does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to, and attending the interviews.

**Selection Committee Members will be determined during the RFQ process and will consist of a combination of Council Members, City Staff, and outside interested parties.**

The following factors, in order of relative importance, will be used in identifying the highest qualified Engineering Firm:

- 4.1.** Professional qualifications of the individual(s) (including subcontracted personnel) who will perform the work.
  - A. Experience (0-45 POINTS)**
  - B. Capacity to Perform (0-45 POINTS)**
  - C. Familiarity with the City and TWDB (0-10 POINTS)**

**TOTAL POSSIBLE SCORE**

**100 POINTS MAXIMUM**



**5. NO BID REPLY**

**WU-04-19 / Professional Services – Engineering Services for Water System Improvements**

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](mailto: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.

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 agreement.  
OBJECTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ 4. We do not feel we can be competitive.
- ☐ 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- ☐ 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ 7. We do not sell the items or provide the services requested.
- ☐ 8. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Firm \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_



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## 6. RFQ SUBMITTAL FORMS

### Copies

Submit: One (1) unbound original (binder clips acceptable, four (4) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required RFQ forms.

Please submit all forms in the following order:

- ☐ Statement of Qualifications
- ☐ Contact Information
- ☐ Addenda Acknowledgment Form
- ☐ Conflict of Interest Statement
- ☐ Disclosure of Certain Relationships Form
- ☐ Debarment and Suspension Certification
- ☐ References
- ☐ Special Insurance Rider
- ☐ Verification Relating to Prohibited Contracts – Israel
- ☐ Draft Contract Cover
- ☐ Survey

\*At council award, one signed, 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) will be required.

In submitting its response, firm 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 RFQ process. In the event it reasonably appears that the firm influenced or attempted to influence the RFQ process, the City may, in its discretion, reject the response.

**Submit all forms beyond this point.**



### Statement of Qualifications

The information in the Engineering Firm's Statement of Qualifications in this package shall be presented either on these sheets or in the same order and sequence as outlined below.

#### 1. Organization

Describe the Engineering Firm's organization in accordance with the format below:

##### General

1.1 Firm Name: \_\_\_\_\_

1.2 Address & Phone Number: \_\_\_\_\_  
\_\_\_\_\_

1.3 Texas Board of Professional Engineers Firm Registration Number: \_\_\_\_\_

1.4 Submittal is for: ☐ Parent Company ☐ Branch Office

1.5 Year Firm Established: \_\_\_\_\_

1.6 Former Firm Name(s): \_\_\_\_\_

1.7 Type of Ownership: \_\_\_\_\_

1.8 Name of Parent Company (if any): \_\_\_\_\_

1.9 Name of Principals and Titles:

Principal Name: _____	Title: _____
Principal Name: _____	Title: _____
Principal Name: _____	Title: _____
Principal Name: _____	Title: _____
Principal Name: _____	Title: _____

1.10 Office Locations, Number of Personnel in each Office and Types of Disciplines in each Office. Examples of Disciplines: Administrative, Draft persons, Computer Technicians, Civil Engineers, Construction Managers, Inspectors, Schedulers and other.

Office Location: \_\_\_\_\_ Employees: \_\_\_\_\_  
Disciplines: \_\_\_\_\_

Office Location: \_\_\_\_\_ Employees: \_\_\_\_\_  
Disciplines: \_\_\_\_\_

Office Location: \_\_\_\_\_ Employees: \_\_\_\_\_  
Disciplines: \_\_\_\_\_

Office Location: \_\_\_\_\_ Employees: \_\_\_\_\_  
Disciplines: \_\_\_\_\_

Office Location: \_\_\_\_\_ Employees: \_\_\_\_\_  
Disciplines: \_\_\_\_\_



2. Key Personnel/Project Team

- 2.1 The Engineering Firm shall provide a brief profile for key personnel that will be assigned to this project. The information for each member of the Project Team must include the following: Name, Area(s) of Expertise, Years of Experience in that area(s), Professional License(s), including registration number(s), (if applicable), TCEQ Licenses, (if applicable) and experience with State and Federal Agencies (if applicable).
- 2.2 For those team members than maintain a professional license issued by a state agency, indicate their current standing with that agency.
- 2.3 The Engineering Firm shall describe their specific project approach and key elements identified relative to the project description in and the tasks shown in the RFQ.
- 2.4 Include an organizational chart showing participants and disciplines for specific portions of assigned work on this project, and lines of authority for all portions of the work.
- 2.5 The Engineering Firm shall provide a list of names, addresses and specialties of outside consultants/associates for this project and prior working relationship. List specific areas of responsibility (including administrative, technical and financial) for each firm.
- 2.6 Identify the level of participation of MWBE team members in percent of total work effort.

3. Resource Utilization Plan

- 3.1 Labor Resources: The Engineering Firm shall include a brief statement describing how staff will be provided, allocated and balanced during sickness, attrition and periods of increased workloads.
- 3.2 Equipment Resources: The Engineering Firm shall list all pieces of office and/or field equipment which is owned, or that it has direct access to, that is pertinent to this project.

Office Equipment:

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Field Equipment:

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4. Workload Status

- 4.1 Based on the Engineering Firm's current workload and staffing, indicate the current percentage of capacity at which the Engineering Firm is operating. Indicate the current backlog (if any) of the assignments in months.
- 4.2 Based on current assignments, backlogged assignments and known future assignments not currently in-house, indicate the percentage of capacity that the Engineering Firm will be operating during the time period



indicated in the RFQ and the ability to meet the time constraints for completion of the project tasks while completing other prior committed workloads which involve members of the team identified for assignment to this project.

4.3 Identify the percentage of time key personnel will devote to this project.

4.4 Identify tasks to be completed locally, by an identified associated office or by an identified subcontractor.

5. Experience

The Engineering Firm shall list examples of the Firm's project management, design and construction management experience. List the most recent 5 years of experience (maximum of 10 assignments). Experience must include: name, location, contact person and telephone number, date of engagement for assignment.

6. References

The City will contact references. In addition to the contact person(s) listed, the City may discuss the Engineering Firm's work performance with any current or former employee of the reference firm. References must include: Project Name and Location, Engineering Firm's role and responsibility, specific client contacts, list name(s) and phone number(s) of the City(s) representatives, name and phone number of Project Engineer, list name(s) and phone number(s) of Governmental Agency contact and brief description of the projects and Firm's duties.

7. Claims/Performance/Insurance/Bonding

7.1 If the Engineering Firm is currently involved in litigation or arbitration based on its work, briefly describe the nature of the claim.

7.2 If the Engineering Firm has ever been terminated from an assignment for non-performance, please briefly explain.

7.3 Name of Engineering Firm's General Liability, Workers Compensation and Professional Liability insurance carrier and agent's address and telephone number.

8. Joint Ventures/Subcontracts

If it is anticipated that this assignment will be executed as a joint venture, and/or of 25% or more of the assignment based on either cost or time is to be subcontracted, provide the company's name of the joint venture partner and/or subcontractor and the proposed work for which it is responsible. Joint venture partners and subcontractors responsible for 25% of the work as indicated above must provide a separate Qualifications Package.

9. Submittal Shall Be Signed In Accordance With The Following Format:

Submitted By: (must be principal of the Firm)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



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

**Contact Information**

**Firm Name:**

**Authorized**

**Signature:**

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**



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

**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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code



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

### **Conflict of Interest Statement**

I certify that the following statement is true with respect to the Request of Qualification for Engineering Planning, Design and Construction Management Services for the Water Improvements Project for the City of San Angelo.

1. No principal or employee of this firm has offered or promised to pay or deliver directly or indirectly, any commission, political contribution, gift, favor, gratuity, benefit, or reward as an inducement to secure this assignment;
2. No employee, officer, or agent of the City of San Angelo, or their immediate family members, has financial or other interest in this firm;
3. This firm will not engage in construction contracting or in the supply of goods, materials and/or equipment for the construction of this project;
4. This firm is not associated or affiliated, either directly or indirectly, with firms, individuals, or commercial organizations that have a vested interest in the construction of this project.

---

Signed by Principal of Firm

---

Name (typed)

---

Title



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

## 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](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 7<sup>th</sup> 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

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### **LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO As defined by Chapter 176 of the Texas Local Government Code (Revised 06/05/18)**

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  
Aaron Padilla, Director  
Oscar Casillas, Director  
Executive Director: Guy Andrews

**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.



**Debarment and Suspension Certification**

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

PROVIDER: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_



## **Debarment and Suspension Certification**

### **INSTRUCTIONS**

1. By signing and submitting this proposal, the prospective firm 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 firm 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 firms 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 firm 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 firm shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective firm 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," "firm," "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 firm 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 firm 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 firm in a covered transaction may rely upon a certification of a prospective firm 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 firm may decide the method and frequency by which it determines the ineligibility of its principals. Each firm 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 firm 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 firm in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



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

## References

References: List three (3) projects of similar size and scope; giving company's name, owner's representative name, project description, and telephone numbers for each.

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Persons and Titles: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Persons and Titles: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Persons and Titles: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

Contract Amount: \_\_\_\_\_



## 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

**1.4 Professional Liability.** This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

\$2,000,000.00	Combined Single Limits
----------------	------------------------

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



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

**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**



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

**Verification Relating to Prohibited Contracts – Israel**

**City of San Angelo, Texas, RFQ WU-04-19**

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



## **CITY OF SAN ANGELO**

### **PURCHASING DIVISION**

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

#### **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.



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

**Contract #** \_\_\_\_\_

**RFQ No.** \_\_\_\_\_

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)**  
\_\_\_\_\_.

**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 two (2) years, 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 three (3) 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.

**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:

☒ RFQ No. WU-04-19

☐ 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 April 16, 2018)



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

- ☐ City of San Angelo Special Contract Terms for \_\_\_\_\_ Contracts (effective \_\_, 20\_\_)  
(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 RFQ No. WU-04-19
- ☐ 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 PART OF THIS AGREEMENT AS IF EACH WERE SET FORTH, VERBATIM IN THIS AGREEMENT.

The terms, provisions, specifications and conditions of RFQ No. WU-04-19 and any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFQ 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



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**X** Debarment and Suspension Certification

☐ Local Preference Consideration Application & Economic Impact Details

☐ Vendor Compliance with Reciprocity on Non-Resident Vendors

**X** Verification Relating to Prohibited Contracts – Israel

**X** Certificate of Insurance

**X** Special Insurance Rider

**X** 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), with original 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.

**Authority to Execute:** Each of the below named persons executing this contract hereby warrant and represent that he or she is properly authorized to execute the contract for purposes of legally binding the party on whose behalf the contract is executed.



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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:

\_\_\_\_\_  
Candice Blake, Purchasing Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Allison Strube, Director of Water Utilities

APPROVED AS TO RISK:

\_\_\_\_\_  
Charles Hagen, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Dan T. Saluri, Deputy City Attorney



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### Survey

How did you hear about this RFQ?

- ☐ Newspaper
- ☐ Email
- ☐ Letter
- ☐ City Website
- ☐ Person: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_