

CITY OF SAN ANGELO REQUEST FOR BIDS

Fleet Services Stationary Generator Maintenance and Repair

RFB No. FS-03-20



CITY OF SAN ANGELO
72 WEST COLLEGE AVENUE
SAN ANGELO, TEXAS 76903

SUBMITTAL DEADLINE
March 25, 2020/2:00 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

INVITATION TO BID

1.1 General

The City of San Angelo Fleet Services Division requests bids for emergency/backup generator maintenance and repair. It is the City's intention to have generators serviced on a scheduled basis and repairs completed as needed. The City may select multiple vendors for this contract.

1.2 Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are detailed within the draft project agreement included within this bid package. Please review the insurance and indemnification requirements with your insurance agent **prior** to submitting your bid.

1.3 Qualification Statement

Vendors should be advised that a qualification statement might be required by the City upon request.

1.4 Confidentiality

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

1.5 Document Availability

Bid documents, plans, and specifications are available in the Purchasing Division at a cost of \$5.00 per set or may be downloaded from the City's website at www.cosatx.us/bids at no cost. To locate the documents on the website, go to:

Bid Information > RFB: FS-03-20 / Stationary Generator Maintenance and Repair

1.6 Digital Format

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

1.7 Interpretations

All questions about the meaning or intent of the bid documents, including specifications shall be submitted to the Purchasing Division in writing. Replies will be issued by addenda and posted on the City's website. Questions received less than a week prior to the date for bid submittals will not be answered. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect. The bid invitation number must appear on all correspondence, inquiries, etc. It is the vendor's responsibility to ensure all addenda have been considered prior to bidding.

1.8 Required Response

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

1.9 Deadline and Delivery Location

Sealed RFB submittals must be received no later than **March 25, 2020, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Bids received after the bidding deadline, regardless of the mode of delivery, will be not be considered.



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

Faxed or electronically submitted bids will not be accepted.

1.10 Delivery Address

City of San Angelo
Purchasing Division, RFB: FS-03-20
72 W. College Ave., Suite 310
San Angelo, Texas 76903

Mark Sealed Bid Envelope: "RFB NO. FS-03-20 / Stationary Generator Maintenance and Repair"

1.11 Copies

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

Please clearly indicate the originals as such.

1.12 Addenda

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

1.13 Equal Employment Opportunity

Vendor agrees that during the performance of its contract it will:

- Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
- Identify itself as an Equal Opportunity Employer in all help wanted advertising or request. The vendor shall be advised of any complaints filed with the City alleging that vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which Purchase Orders or authorities to deliver have not been included; however, the vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a Purchase Order has been issued or authority to deliver granted.

All vendors must be Equal Opportunity Employers. Disadvantaged and minority vendors are encouraged to participate.

1.14 Rejection of Bids

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

1.15 Time of Performance

The time of performance will be outlined in the attached draft contract.



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1.16 Points of Contact

During RFB:

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

Project After Award:

Ryan Kramer, Superintendent
Fleet Services Division
City of San Angelo
1727 Saint Ann St.
San Angelo, Texas 76905



2. INSTRUCTIONS TO VENDORS

2.1 Corrections, Additions, or Deletions

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

2.2 Examination of RFB Documents (Bid Items)

Vendors are expected to examine all specifications, drawings, standard provisions, and instructions. Failure to do so will be at the vendor's risk. Bids are to be submitted on each item and total extended, however more than one bid may be submitted on products meeting the specifications.

2.3 Taxes

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

2.4 Authorized Signature

Submissions must show vendor name and address. Submissions must be manually signed by an individual with the authority to bind their firm in a contract. Any erasures or other changes must be initialed by the person signing the proposal.

2.5 Familiarization with the Type of Work

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

2.6 Copies of Bid Tabulation Results

To obtain Bid Tabulation results, download from the City's website
www.cosatx.us > Bid Information > RFB: FS-03-20 / Stationary Generator Maintenance and Repair.

2.7 Modification or Withdrawal of Bids

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

2.8 Restrictions on Communications

Vendors should not communicate with: 1) elected City officials and their staff regarding the RFB from the time the RFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFB and/or bid submitted by vendor. Violation of this provision by vendor and/or its agent may lead to disqualification of vendor from consideration.

Exceptions to the Restrictions on Communication with City employees include:

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



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

4. Vendors may provide responses to questions asked of them after responses are received and opened.
5. Upon completion of the evaluation process, vendors shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Vendors desiring a review of the solicitation process may submit a written request no later than five (5) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.

2.9 Disqualification

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

- A. The vendor is involved in any litigation against the City of San Angelo;
- B. The vendor is in arrears on any existing contract or has defaulted on a previous contract with the City;
- C. The vendor is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency;
- D. The bid is not received by the bid submittal deadline;
- E. The bid is deemed non-responsive or non-conformant to the instructions and/or specifications detailed in this solicitation or accompanying contract documents;
- F. The bid is not executed by a person authorized to enter into a contract binding on the vendor; or,
- G. The Bid Bond is not submitted by the bid submittal deadline or is not in the name of vendor submitting a bid.

2.10 Reservations

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

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

2.11 Inspections

Inspections shall be at the discretion of the City within the requirements of the City. The vendor shall keep the entire project site accessible to the City and any other governmental entity that may exercise regulatory control of the project or any portion of the work.

2.12 Invoices and Payments

Vendor shall submit separate invoices on each Purchase Order that indicate the Purchase Order number and supply agreement, if applicable. Invoices shall be itemized and include a copy of the bill of lading and the freight waybill, when applicable. Payment terms will be outlined in the attached draft contract. Payment may be withheld by City, at the discretion of the City, to vendor until all required documents pertaining to the sale are received by the City.



2.13 Gratuities

The City may, by written notice to the vendor, cancel this contract without liability to vendor if it is determined by the City that gratuities were offered from an agent or representative of the vendor to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by vendor in providing such gratuities.

2.14 Warranty-Price

The price to be paid by the City shall be that contained in vendor's bid which vendor warrants to be no higher than vendor's current prices on orders by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event vendor breaches this warranty, the prices of the items shall be reduced to the vendor's current prices on orders by others, or in the alternative, reduced to the vendor's current prices on orders by others, or in the alternative, City may cancel this contract without liability to vendor for breach or vendor's actual expense.

The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of the warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

2.15 Warranty-Product

Vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions. Any warranties take effect on the contract effective date.

2.16 Safety Warranty

Vendor warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the vendor's expense. In the event vendor fails to make the appropriate correction within a reasonable time, correction made by City will be at vendor's expense.

2.17 No Warranty by City against Infringements

As part of this contract for sale, vendor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall City be liable to vendor for indemnification in the event that vendor issued on the grounds of infringement or the like. If vendor is of the opinion that an infringement or the like will result, he will notify City to this effect in writing within two weeks after the signing of the agreement. If City does not receive notice and a claim of infringement is made, vendor will indemnify, defend, and hold harmless City, its Council members, officials, agents, consultants, and employees free and harmless from and against any and all claims, suits, judgments, costs, penalties, fines, damages, and attorneys' fees and expenses asserted by any person or persons. If vendor, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be void.



2.18 Termination

Performance under this contract may be terminated in whole, or in part by the City in accordance with this provision. Termination performance hereunder shall be affected by the delivery to vendor of a "Notice of Termination" specifying the extent to which performance under this contract is terminated and the date upon which such termination becomes effective.

2.19 Force Majeure

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence said party is unable to prevent.

2.20 Assignment-Delegation

No right or interest in the contract shall be assigned nor shall any delegation of any obligation made by vendor be valid without the written permission of the City. Any attempted assignment or delegation by vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.21 Waiver

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.22 Modifications

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

2.23 Interpretation-Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.

2.24 Applicable Law

This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

2.25 Advertising

Vendor shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.26 Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, they may demand that the other party give written assurance of its intent to perform. If a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

2.27 Equal Employment Opportunity

Vendor agrees that during the performance of its contract it will:



- Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
- Identify itself as an Equal Opportunity Employer in all help wanted advertising or request. The vendor shall be advised of any complaints filed with the City alleging that vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which Purchase Orders or authorities to deliver have not been included; however, the vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a Purchase Order has been issued or authority to deliver granted.

All vendors must be Equal Opportunity Employers. Disadvantaged and minority vendors are encouraged to participate.

2.28 Conflict of Interest

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

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

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

2.29 Certificate of Interested Parties (Form 1295)

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

Filing Process:

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

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

The Form 1295 must be received, signed and original, within thirty (30) days of Council award or the contract may be voided.



2.30 Taxes and Permits

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

2.31 Examination of Contract Documents

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

2.32 Subcontractors and Suppliers

All bids must include a list of proposed subcontractors and suppliers on the form included in the bid forms section. **Vendors are strongly encouraged to explore utilizing area subcontractors and suppliers.**

When requested by the City, within 24 hours of bid opening, the apparent low vendor, and any other vendor so requested, shall submit a list of all subcontractors they expect to use.

2.33 Subcontractor Qualification

Consideration will be given to the qualifications of each subcontractor proposed to perform more than 5 percent (5%) of the work.

The successful vendor will submit to the City for acceptance a list of the names of subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) identifying that portion of the work to be performed by each subcontractor within fourteen (14) days of the issuance of Notice of Award.

The City will notify the successful vendor in writing if there is objection to any subcontractor, person, or organization on such list.

If the apparent low vendor declines to make any such substitution, the contract shall not be awarded to such vendor, but their declining to make any such substitution will not constitute grounds for sacrificing their bid security. Additional requirements for subcontractors are contained within the Owner's Construction General Conditions of this document.

The failure of the City to make any such objection prior to the execution and delivery of the agreement shall constitute an acceptance of such subcontractor, person, or organization. Such acceptance a subcontractor, person or organization shall not: (1) constitute a waiver of any right of the City to reject defective work, material, or equipment, or work, material, or equipment not in conformance with the requirements of the contract documents; or (2) constitute a waiver of vendor's complete and total liability for any defective work, material, or equipment, or work, material, or equipment not in conformance with the requirements of the contract documents whether or not provided by or performed by any such subcontractor.

If the City registers objection to and refuses to accept a subcontractor, person, or organization list the successful vendor may either (1) submit an acceptable substitute without an increase in their bid price or (2) withdraw their bid. If the City raises objection to a subcontractor, person, or organization after the execution and delivery of the agreement, the vendor will submit an acceptable substitute and the contract price shall be increased or decreased by the reasonable difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. In the event that prior objection is raised as described above, but the vendor fails to submit an acceptable substitute prior to execution and delivery of the agreement, no increase in contract price shall be allowed.



2.34 Suppliers

The list of subcontractors shall also include the suppliers and manufacturers of the principal items of materials and equipment the vendor expects to use in the work.

2.35 Performance and Payment Bond

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful vendor shall furnish bond(s) each in a penal sum of at least the full amount of the task order as awarded in the form included in the specifications, which secures the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the selected vendor may become legally indebted for labor, materials, tools, equipment, or service, of any nature, employed or used by it in performing the work. Such bond(s) shall bear the same date as or a date subsequent to, the date of the task order and be in the name of the prime contractor.

On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

The failure of the successful vendor to supply the required bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the City may grant based upon reasons determined adequate by the City, shall constitute a default, and the City may either award the contract to the next responsible vendor or re-advertise for bids, and may charge against the vendor the difference between the amount of the award and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount due exceeds the amount of the bid security.

Performance and Payment Bonds shall be delivered to the City's Risk Manager prior to task order execution.

2.36 Waiver of Performance and Payment Bonds

Performance and Payment Bonds may be waived under the following circumstances:

- The City may elect, at their option, to waive Payment Bonds if the contract sum is less than fifty thousand (\$50,000.00) dollars.
- The City may elect, at their option, to waive Performance Bonds if the contract sum is one-hundred thousand (\$100,000.00) dollars or less.

2.37 Legal Venue

Tom Green County, Texas

2.38 Funds – Price

The Vendor submitting the lowest and best bid for each item will establish a price agreement with the City. The item(s) ordered will be selected based on the availability of funds, needs of each user, price, delivery, and value to the City. The City reserves the right to award the bid in whole, by category, or by product.

2.39 Bid Form

Bids 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. Bids 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. Bids 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 bid by a person who affixes to its signature the word "president", "secretary", "agent", or other designation without disclosing its principal may be held to be the bid of the individual signing. When requested by City, evidence of the authority of the person signing shall be furnished.



Bid forms must be completed in ink. All blank spaces in the bid form shall be filled. A bid price shall be indicated for each item and alternative listed therein, or the words "No Bid", "No Charge", or other appropriate phrase shall be entered. Bids received without all such items completed may be considered nonresponsive.

The vendor is not required to acknowledge receipt of addenda but shall include all addenda in vendor's response. No alterations in bids 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 vendor. Failure to consider all addenda prior to submitting a bid shall be at the risk of the vendor.

2.40 Prices

Bids must be firm, however if a vendor believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid. Pricing is to be submitted as quantity per unit specified with extended totals, however in the event of a discrepancy in extension, the unit prices shall govern. Pricing shall be entered on the Bid Sheet in ink or typewritten.

2.41 Evaluation Factors

It is **not** the policy of the City to purchase based on low bids alone. In evaluating bids, the following considerations shall be considered to determine the "best value" for the City:

- A. The purchase price, including reasonable payment discounts;
- B. The reputation of the vendor and of the vendor's goods or services;
- C. The quality of the vendor's goods or services;
- D. The extent to which the goods or services meet the City's needs;
- E. The vendor's past relationship with the City;
- F. The impact on the ability of the City to comply with laws and rules relating to historically underutilized businesses;
- G. The total long-term cost to the City to acquire the vendor's goods or services; and,
- H. Any other relevant factor specifically listed in the request for bids.

2.42 Order Placement

No work shall be ordered without a Task Order and Purchase Order and all invoices must reflect the Purchase Order number. City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to vendor by City. Accepting orders without a Purchase Order number shall be at the risk of the vendor.

2.43 Claims for Overcharges

Vendor hereby assigns to City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

2.44 Piggy-Back Procurements

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

Governmental Entities utilizing Inter-Governmental Contracts with the City will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded because of this bid. All purchases by Governmental Entities other than the City will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their material/services as needed, e.g., Tom Green County, etc.



3. SPECIFICATIONS

3.1 Scope

The City of San Angelo is soliciting bids for emergency and backup generator repair and maintenance. Work shall be performed on equipment and property owned by the City. This will include all mechanical work needed on engines, electrical load testing, and electrical work including automatic switch components. Scheduled maintenance will be requested by the City on an annual basis depending on the machines' previous service date.

3.2 Scheduled Maintenance and Inspections

The response time for requested scheduled maintenance shall not be more than 30 days from the time of request. Contracted Vendor will perform annual maintenance and an annual inspection (approximately 6 months apart). All work shall be performed during working hours of the division responsible for the generator, unless otherwise approved by the City.

3.3 Emergency Work

For the purpose of this section, the City shall decide whether a specific situation is an emergency. The vendor shall acknowledge the requested repair within 2 hours. The response time to the job site for any emergency repairs shall not exceed 24 hours from the time of notification. The response time for emergency repairs shall apply 24 hours a day including weekends and holidays.

3.4 Rates

Bids shall include annual maintenance and annual inspection charges of all machines currently in service as listed. Additionally, bids shall include maintenance only, regular repair, travel, overtime and holiday rates as applicable to be used as a guide on unlisted or added machines during the contract period. Specific units may be viewed before bidding by contact the Purchasing office for arrangements.

3.5 Holidays

For the purpose of this bid, holidays are defined as New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

3.6 Invoicing

All invoices shall be addressed to the Division issuing the Purchase Order. All invoices shall clearly indicate the quantity of labor hours being billed, travel time (if any), and itemized parts charges with basic description of each part. Invoices may include diagnostic fees, scan tool or computer use fees, disposal fees, labor fees, and parts charges. Invoices may not include percentage based or fixed cost supply fees. All supplies used in servicing each generator shall be itemized and billed as parts. **Invoices shall include or be accompanied by reports of all tested items; for example: load test results, coolant condition, battery health, etc.**

3.7 Parts Markup

Bids shall include a "cost plus" mark up for parts and supplies.

3.8 Personnel of Vendor

Vendor shall provide enough, fully qualified personnel to meet the performance requirements. Vendor shall replace any of its personnel whose work product is deemed unsatisfactory by the City.

3.9 Purchase Orders

The City may not be responsible for work completed by a vendor without a purchase order being issued. Vendor must provide quotes to the City for any maintenance or repair requested before beginning the repair. Items needing attention that are discovered while performing maintenance or repair must be authorized by the City and the Purchase Order must be updated to include these repairs.



3.10 Additional Information

Additionally, as part of the bid evaluation process, please provide on the Vendor References Sheet:

- A listing of previous jobs that you have completed with a description of the type of work performed that are similar in nature to the work as stated in the specifications.
- References for all previous listed jobs including the contact person and a current work telephone number.
- A description of your company's qualifications, including licensing.

3.11 Basic Maintenance Requirements

Vendor shall, at a minimum, complete the following tasks when performing Annual Scheduled Maintenance:

- Change engine oil and filter(s)
- Test battery(ies), starting system, and charging system of the engine
- Test engine coolant condition and level
- Check all belts and hoses
- Replace all air and fuel filters
- If gasoline engine, inspect ignition system including all spark plugs and wires
- Inspect electrical transfer switch for condition and function
- Inspect generator for overall condition, leaks, and function
- Run unit to operating temperature and verify all fluid levels
- Confirm and adjust exercise program as applicable
- Perform electrical load testing applicable to machine
- Any other maintenance task as requested by the City
- Provide documented report to the City of all items required to be tested or inspected as listed above

Vendor shall, at a minimum, complete the following tasks when performing Annual Scheduled Inspection:

- Test battery(ies), starting system, and charging system of the engine
- Test engine coolant condition and level
- Inspect electrical transfer switch for condition and function
- Inspect generator for overall condition, leaks, and function
- Run unit to operating temperature and verify all fluid levels
- Confirm and adjust exercise program as applicable
- Provide documented report to the City of all items required to be tested or inspected as listed above



CITY OF SAN ANGELO
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72 West College Avenue, San Angelo, Texas 76903
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NO BID REPLY

For FS-03-20 / Stationary Generator Maintenance and Repair

If for any reason, you are not submitting a bid/proposal, please check one or more reasons below and return the form by mail or 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.

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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4. BID FORMS

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

Please clearly indicate the original(s) as such.

Please submit all forms in the following order:

- ☐ Specifications Worksheet
- ☐ Bid Sheet
- ☐ Authorized Signature/Contact Information Form (**Submit current copy of an IRS Form W-9**)
- ☐ Bid Security (based on base bid price)
- ☐ Performance and Payment Bonds (if applicable)
- ☐ 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
- ☐ Vendor Safety Record
- ☐ Special Insurance Rider
- ☐ Verification Relating to Prohibited Contracts – Israel
- ☐ Draft Contract Cover
- ☐ Survey

*At council award, one original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at <https://www.ethics.state.tx.us/filinginfo/1295/> will be required. Failure to submit this form within 30 days may result in the nullification of any and all contract documents.

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

Submit all forms beyond this point.



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Specifications Worksheet

Please indicate if you will be able to provide the below products/services.

ITEM	DESCRIPTION	YES	NO	If NO, will a subcontractor provide the service?
1	Basic, engine based mechanical maintenance of backup generators	<input type="checkbox"/>	<input type="checkbox"/>	
2	Electrical load testing of generator output	<input type="checkbox"/>	<input type="checkbox"/>	
3	Automatic electrical switching device/system testing and repair	<input type="checkbox"/>	<input type="checkbox"/>	
4	24-hour response times for all repairs within all time periods including Weekends and Holidays	<input type="checkbox"/>	<input type="checkbox"/>	



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Bid Sheet

<u>Unit Number</u>	<u>Location</u>	<u>Unit Make</u>	<u>Model</u>	<u>Serial</u>	<u>KW</u>	<u>Annual Service</u>	<u>Annual Inspection</u>
11479	Coliseum	CAT	3306	9NR05121	100	\$	\$
11547	Southland Water	CAT	SR-4B	4WN00541	1000	\$	\$
11991	Terminal	CAT	3406	31DZ06531	400	\$	\$
11992	Hanger	Onan	DGEA-3384724	A000041954	125	\$	\$
18670	Lone Wolf Lift	John Deere	4045DF	RS15801	NA	\$	\$
18671	South Concho LS	John Deere	6068DF	R515834	NA	\$	\$
18677	Shiloh LS	John Deere	PE0668D	2660F	NA	\$	\$
22098	Abilene Tank	CAT	3456	G6B01819	500	\$	\$
22127	Nasworthy Dam	KOHLER	80RE0ZJB	2023619	1000	\$	\$
22128	Twin Butte	KOHLER	20RE0ZJB	4WN00541	1000	\$	\$
22213	Station 8	Onan	DGDB-4960197	F010245470	100	\$	\$
22478	City Hall	MTU	DS00150	338215-1-1-1011	150	\$	\$
22479	EOC	Kohler	200ROZD	385876	200	\$	\$
22538	Water Reclamation	Onan	DQKAB	H110235818	2000	\$	\$
22539	Water Production	Onan	DQKAB	H110242496	1000	\$	\$
22540	Water Production	Onan	DFEK	H110214295	500	\$	\$
:	Sulfur Draw LS	Taylor	TD55	JPKXL04.4NL	55	\$	\$
:	St. Ann IT Tower	Kohler	25REZG	SGM32FZZV	25	\$	\$
:	Southland IT Tower	Kohler	25REZG	SGM32FZZW	25	\$	\$
<u>23038</u>	Dispatch	Kohler	100RE0ZJF	3346GMGJ0010	100	\$	\$
:	Water Plant	MTU	DS00100	373029-1-1-0414	100	\$	\$
:	Northside IT Tower	Kohler	50REZG	2317301	50	\$	\$
<u>23022</u>	Central Fire Station	Kohler	80RE0ZJF	33JVGGMGN0018	83	\$	\$



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Company Name

Refer to Instructions to Vendors before completing Bid Form and quote your best price F.O.B. destination on each item.

The vendor is responsible for determining if any addenda have been issued and agrees that the prices(s) quoted reflect any changes or modifications created by any addenda.

Vendors may complete all or some of the sections below.

Regular Labor Rate (per person)	After Hours Labor Rate (per person)	Maintenance Labor Rate	Travel Charges	Parts Mark-up %
\$	\$	\$		%

Attach any additional rates and charges as required. **Any additional charge not noted in this bid will not be allowed for payment.**

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

- Does vendor agree to allow piggy-back procurements? Yes_____ No_____
(Should other governmental entities decide to participate in this contract, the vendor agrees that all terms, conditions, specifications and pricing would apply.)
- Are these prices based on a purchasing cooperative contract? Yes_____ No_____
- If yes, name of cooperative:_____ Contract No: _____
(Texas DIR, TXMAS, Buyboard, etc.)
- Payment Terms/Discounts (if any): _____



CITY OF SAN ANGELO
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Authorized Signature/Contact Information

Vendor 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**

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

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

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



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Addenda Acknowledgement Form

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

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____

Please Print

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code



CITY OF SAN ANGELO
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Disclosure of Certain Relationships Form

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.

Nolan A. Sosa
Purchasing Manager

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO

Local government officers of the City of San Angelo as defined by Chapter 176 of the Texas Local Government Code (Revised 02/10/2020)

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 (Mayor Pro Tempore)
Lucy Gonzales, SMD 4
Lane Carter, SMD5
Billie DeWitt, SMD 6

City Manager: Daniel Valenzuela

Development Corporation Officers:

Todd R. Kolls, President
Bill Dendle, First Vice President
David Cummings, Second Vice President
Edward Carrasco, Director
Garland Freeze, Director
Max Puella, Director

Executive Director: Guy Andrews



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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



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



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.



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.



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

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.

Authorized Representative Signature

Printed Name

Title

Date

Please attach a description and documentation of economic impact as outlined on the previous page.



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Vendor Compliance with Reciprocity on Non-Resident Vendors

Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, 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 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



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References

Company Name

List five (5) similar projects that your company has completed. All references shall be for work completed in the last five (5) years.

Reference One

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Two

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Three

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____



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Reference Four

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Five

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____



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List of Proposed Subcontractors and Suppliers

List any subcontractors and suppliers you intend to use on this project and the categories of work they will perform. **Vendors are strongly encouraged to explore utilizing area subcontractors and suppliers.** Make as many copies of this form as necessary to cover all categories of work.

Category of Work: **GENERAL CONTRACTOR** % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Percentages should total to 100%



Vendor Safety Record

- I. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last five years, as obtained from your insurance agent.

2019 _____

2018 _____

2017 _____

2016 _____

2015 _____

- II. Complete the matrix below for the last five years, as obtained from OSHA No. 200 Log:

	2019	2018	2017	2016	2015
Number of injuries & illnesses					
Number of lost time accidents					
Number of recordable cases					
Number of fatalities					
Number of employee direct hire fixed hours (round to 1,000's)					

- III. Please answer the following questions regarding your safety program

- a. Are regular project safety meetings held for Field Supervisor(s)? ☐ Yes ☐ No
If yes, frequency: ☐ Weekly ☐ Bi-Monthly ☐ Monthly ☐ As Needed
- b. Are project safety inspections conducted? ☐ Yes ☐ No
If yes, who performs inspections? _____
How often? _____
Who is required to attend? _____
- c. Does your organization have a written safety program? ☐ Yes ☐ No
If yes, provide a copy. It will become a compliance document upon contract award.
- d. Does your organization have a safety orientation program for new employees? ☐ Yes ☐ No
For employees promoted to Field Supervisor? ☐ Yes ☐ No
If yes, does your Supervisor Safety Program include instructions on the following:
- | | | |
|--------------------------|------------------------------|-----------------------------|
| Safety Work Practices | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Toolbox Safety Meetings | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| First Aid Procedures | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Accident Investigation | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Fire Protection | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| New Worker's Orientation | <input type="checkbox"/> Yes | <input type="checkbox"/> No |



Special Insurance Rider

The City of San Angelo always requires contractors doing business with the City to provide and continuously maintain in effect during the contract term insurance coverages as indicated on this Special Insurance Rider. Prior to commencement of Work, Contractor shall provide the City's Risk Management Office with a Certificate of Insurance on ACCORD 25 Form that confirms that Contractor has insurance coverages in compliance with the City's minimum insurance requirements set forth herein.

X 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:

Minimum Limit(s):

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

X Business Auto 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:

Minimum Limit(s):

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

X 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:

Minimum Limit(s):

\$500,000	Employer's Liability, Each Accident
\$500,000	Employer's Liability, Disease – Each Employee
\$500,000	Employer's Liability, Disease – Policy Limit

☐ **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:

Minimum Limit(s):

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



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☐ **Environmental/Pollution 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:

Minimum Limit(s):
\$2,000,000 Combined Single Limits

☐ **Cyber Liability**

This policy shall be an occurrence-type policy and shall protect provider and additional insured against all claims arising from cyber-attacks against the insured, members of the public, and the City. Coverage shall not be less than:

Minimum Limit(s):
\$5,000,000 Privacy Notification and Crisis Management Expense
\$5,000,000 Information Security and Privacy Liability
\$5,000,000 Regulatory Defense and Penalties
\$5,000,000 Payment Card Industry Fines and Assessments
\$5,000,000 Website Media
\$5,000,000 Business Interruption
\$5,000,000 Extra Expense
\$5,000,000 Data Assets Coverage
\$5,000,000 Cyber-Extortion
\$5,000,000 Computer Fraud
\$5,000,000 Funds Transfer Fraud
\$5,000,000 Social Engineering/ Fraudulent Instruction Coverage

☐ **Builder's Risk (All-Risk)**

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:

Minimum Limit(s):
\$2,000,000 Combined Single Limits

☐ **Liquor Liability**

The certificate of insurance shall indicate that the City of San Angelo is provided by endorsement a Waiver of Subrogation in favor of the City on all policies.

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

Certificate Holder:
City of San Angelo, Texas
72 W. College Avenue
San Angelo, Texas 76903

Written contracts will contain more detailed information regarding insurance requirements.



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Bonds are required for contracts that meet the following guidelines:

- ☐ Contract in excess of \$100,000 requires a Performance Bond
- ☐ Contract in excess of \$50,000 requires a Payment Bond

The Bond must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code) per Texas Government Code Sec. 2253.021 and must be payable to the City of San Angelo, Texas.

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

If you have any questions concerning compliance with the City's minimum insurance requirements, please call the Risk Management Division at 325-657-4359.

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

CONTRACTOR:

By:

Name and Title of Authorized Representative

(Signature)

Date: _____



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Verification Relating to Prohibited Contracts – Israel

City of San Angelo, Texas, RFB FS-03-20

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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Draft Contract Cover – Acknowledgement Sheet

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



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Draft Contract Cover

Contract # _____

RFB No. FS-03-20 / Generator Services

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, Fleet Services
Ryan Kramer, Fleet Services Superintendent
1943 St. Ann Street
San Angelo, Texas, 76905
Telephone: (325) 657-4231
EMAIL: ryan.kramer@cosatx.us

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:

Emergency/backup generator maintenance and repair. It is the City's intention to have generators serviced on a scheduled basis and repairs completed as needed.

Effective Date: This contract shall be effective from and after the _____ day of _____, 2020.

Date of City Council Authorization _____, 2020

Contract Time:

X The term of this contract shall be for a period of one (1) year, commencing on the "Effective Date" and automatically expiring on _____, 2021, subject to extension as may be provided for in the contract documents.

X 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. This agreement will automatically renew at the end of each term unless notice of termination is delivered in writing by either party.

Davis-Bacon Act

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

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



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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 (**See Bid Sheet**),

☐ 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:

☒ RFB No. FS-03-20

☐ 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)

☐ Technical Specifications: _____

☒ Contractor's Response to RFB No. FS-03-20

☐ Other: _____



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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 RFB No. FS-03-20 and any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFB 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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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.

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:

Julia Antilley, City Clerk

DATE: _____
(SEAL)

City Official Approvals:

APPROVED AS TO CONTENT:

Nolan Sosa, Purchasing Manager

APPROVED AS TO RISK:

Charles Hagen, Risk Manager

APPROVED AS TO CONTENT:

Ryan Kramer, Fleet Services Superintendent

APPROVED AS TO FORM:

Dan T. Saluri, Deputy City Attorney



CITY OF SAN ANGELO
PURCHASING DIVISION
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Survey

How did you hear about this RFB?

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