

# CITY OF SAN ANGELO REQUEST FOR BIDS

**Water Utilities**

## **Water Reclamation Facility Effluent Pump**

RFB No. WU-03-14



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

**Submittal Deadline**  
**April 3, 2014 / 2:00 PM, Local Time**



## TABLE OF CONTENTS

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

Section	Page
<b>INVITATION TO BID</b> .....	<b>1</b>
DOCUMENT AVAILABILITY .....	1
DIGITAL FORMAT .....	1
NO BID REPLY FORM .....	1
DEADLINE AND DELIVERY LOCATION .....	1
COPIES .....	1
DELIVERY ADDRESSES .....	1
ADDENDA .....	2
REJECTION OF BIDS .....	2
POINTS OF CONTACT .....	2
<b>1. INSTRUCTIONS TO BIDDERS</b> .....	<b>3</b>
1.1. INTERPRETATIONS .....	3
1.2. CORRECTIONS, ADDITIONS, OR DELETIONS .....	3
1.3. CONFIDENTIALITY .....	3
1.4. ACCEPTANCE OF PROPOSAL CONTENT .....	3
1.5. SPECIFICATIONS .....	3
1.6. SUBSTITUTIONS .....	3
1.7. MATERIALS .....	3
1.8. BID ITEMS .....	3
1.9. TAXES .....	3
1.10. AUTHORIZED SIGNATURE .....	4
1.11. MODIFICATION OR WITHDRAWAL OF BIDS .....	4
1.12. PRICES .....	4
1.13. DELIVERY DATE .....	4
1.14. DEFAULT IN DELIVERY .....	4
1.15. DELIVERY TIMES .....	4
1.16. EVALUATION FACTORS .....	4
1.17. DISQUALIFICATION .....	4
1.18. CLOSING TIME & DATE .....	5
1.19. LATE BIDS .....	5
1.20. COPIES OF BID TABULATION RESULTS .....	5
1.21. AWARD OF CONTRACT .....	5
1.22. PARTIAL AWARD .....	5
1.23. RESERVATIONS .....	5
1.24. ACCEPTANCE .....	5
<b>2. TERMS AND CONDITIONS</b> .....	<b>7</b>
2.1. ORDER PLACEMENT .....	7
2.2. SHIPMENT UNDER RESERVATION PROHIBITED .....	7
2.3. TITLE & RISK OF LOSS .....	7
2.4. DELIVERY TERMS AND TRANSPORTATION CHARGES .....	7
2.5. NO REPLACEMENT OF DEFECTIVE TENDER .....	7
2.6. PLACE OF DELIVERY .....	7
2.7. INVOICES & PAYMENTS .....	7

2.8.	GRATUITIES .....	7
2.9.	SPECIAL TOOLS & TEST EQUIPMENT .....	8
2.10.	WARRANTY-PRICE .....	8
2.11.	WARRANTY-PRODUCT .....	8
2.12.	SAFETY WARRANTY .....	8
2.13.	NO WARRANTY BY CITY AGAINST INFRINGEMENTS .....	8
2.14.	RIGHT OF INSPECTION .....	8
2.15.	CANCELLATION .....	8
2.16.	TERMINATION .....	8
2.17.	FORCE MAJEURE .....	9
2.18.	ASSIGNMENT-DELEGATION .....	9
2.19.	WAIVER .....	9
2.20.	MODIFICATIONS .....	9
2.21.	INTERPRETATION-PAROL EVIDENCE .....	9
2.22.	APPLICABLE LAW .....	9
2.23.	ADVERTISING .....	9
2.24.	RIGHT TO ASSURANCE .....	9
2.25.	EQUAL EMPLOYMENT OPPORTUNITY .....	9
2.26.	CONFLICT OF INTEREST .....	10
2.27.	LEGAL VENUE .....	10
2.28.	FUNDS – PRICE .....	10
2.29.	CLAIMS FOR OVERCHARGES .....	10
2.30.	PIGGY-BACK PROCUREMENTS .....	10
2.31.	TERMS .....	10
<b>3.</b>	<b>SPECIFICATIONS .....</b>	<b>11</b>
3.1.	PUMP REQUIREMENTS .....	11
3.2.	“EQUIVALENT” BID SUBMISSION .....	11
3.3.	TESTING .....	11
3.4.	REQUIRED SUBMITTALS .....	11
3.5.	PUMP DESIGN CONFIGURATION (WET PIT INSTALLATION) .....	11
3.6.	PUMP CONSTRUCTION .....	12
3.7.	COOLING SYSTEM - (OPEN LOOP SYSTEM) .....	12
3.8.	CABLE ENTRY SEAL .....	12
3.9.	MOTOR .....	13
3.10.	PILOT CABLE .....	13
3.11.	BEARINGS .....	14
3.12.	MECHANICAL SEAL .....	14
3.13.	PUMP SHAFT .....	14
3.14.	IMPELLER .....	15
3.15.	WEAR RINGS .....	15
3.16.	VOLUTE .....	15
3.17.	PROTECTION .....	15
<b>4.</b>	<b>BID FORMS .....</b>	<b>17</b>
<b>5.</b>	<b>BID SHEET .....</b>	<b>19</b>
	NO BID REPLY FORM .....	20
	ADDENDUM ACKNOWLEDGEMENT .....	21
	DISCLOSURE OF CERTAIN RELATIONSHIPS .....	23
	LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO .....	26
	LOCAL PREFERENCE CONSIDERATION .....	27
	LOCAL PREFERENCE CONSIDERATION APPLICATION .....	29
	VENDOR COMPLIANCE WITH RECIPROCITY ON NON-RESIDENT BIDDERS .....	31

DEBARMENT AND SUSPENSION CERTIFICATION .....	33
INSTRUCTIONS FOR CERTIFICATION .....	35

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

## INVITATION TO BID

### General

The City of San Angelo is requesting bids for the purchase of an Effluent Pump for the Water Reclamation Facility.

### Document Availability

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

- City Departments > Purchasing > Bid Opportunities > RFB: WU-03-14/WRF Effluent Pump

### Digital Format

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

### No Bid Reply Form

**If for any reason, you are not submitting a bid/proposal, please complete the NO REPLY form, located in the Bid Forms section, 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 vendor database.**

### Deadline and Delivery Location

Sealed Request for Bids (RFB) submittals must be received no later than **April 3, 2014, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Bids not received on time will be rejected.

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

***Faxed or electronically submitted bids will not be accepted.***

### Copies

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

### Delivery Addresses

**USPS:** City of San Angelo  
Purchasing Division, RFB: WU-03-14  
72 West College Avenue  
San Angelo, Texas 76903

**Mark Sealed Bid Envelope: "RFB NO. WU-03-14/WRF Effluent Pump"**

**Delivery Services:** City of San Angelo  
Purchasing Division, RFB: WU-03-14  
72 West College Avenue, Suite 314  
San Angelo, Texas 76903

**Addenda**

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

**Rejection of Bids**

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

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

City of San Angelo

72 West College Avenue

San Angelo Texas, 76903

Email: [darl.luna@cosatx.us](mailto:darl.luna@cosatx.us) or [sapurch@cosatx.us](mailto:sapurch@cosatx.us)

Telephone: (325) 657-4219

**Joe Mangrem, Project Engineer****Water Utilities**

City of San Angelo

72 West College Avenue

San Angelo Texas, 76903

Email: [joe.mangrem@cosatx.us](mailto:joe.mangrem@cosatx.us)

Telephone: (325) 657-4547





## 1. INSTRUCTIONS TO BIDDERS

### 1.1. Interpretations

All questions about the meaning or intent of the Contract Documents, including specifications shall be submitted to the Purchasing Division in writing to the Purchasing Department, City of San Angelo, 72 West College Avenue, San Angelo, TX 76903 or emailed to [sapurch@cosatx.us](mailto:sapurch@cosatx.us). Replies will be issued by Addenda and posted on the City's website. Questions received less than seven (7) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect. The bid invitation number must appear on all correspondence, inquiries, etc. It is the bidders' responsibility to ensure all addendums have been considered prior to bidding.

### 1.2. Corrections, Additions, or Deletions

Corrections, additions, or deletions to any portion of the RFB will be in the form of a written amendment or addendum. Written amendments or addendums shall be considered a part of the contract documents.

### 1.3. Confidentiality

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

### 1.4. Acceptance of Proposal Content

Before submitting a proposal, each Bidder shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the proposal will rely. If the Bidder receives an award, failure to have made such investigation and examinations will in no way relieve the Bidder from his obligation to comply in every detail with all provisions and requirements.

### 1.5. Specifications

The specifications herein shall be the basis of comparison and where a definite item is specified it is not the intention to discriminate against any product made by another manufacturer, but rather, the intention is to set a definite standard, style, and function. Bidders are required to quote equipment that will meet or exceed the minimum or maximum specifications herein.

### 1.6. Substitutions

It is the intention of the City of San Angelo to purchase equipment similar or equal to that specified. **Variation from the specification must be noted in bid by bidder. Absence of noted variations will be interpreted to mean that the item quoted is in exact accordance with the specification.** Each bidder, if not bidding on specified equipment, is required to furnish with his bid, a complete detailed description, and specifications of each item upon which he is bidding, supported by the manufacturer's catalog, photographs, guarantee, complete name, and any other pertinent information. An "or equal" item must reflect the general appearance, design, dimensions, or color of the item specified. Samples, if required, shall be furnished free of expense to the City. Samples not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with Bidder's name, address, and Bid Number reference. Approval of substitute "or equal" items remains with the City and in all cases is final. In the event an item is not accepted as an "or equal", the City may allow the vendor to supply the remaining items meeting specifications at the bid price.

### 1.7. Materials

The bidder certifies all materials and equipment supplied resulting from this bid invitation shall be new and unused, unless noted elsewhere in the invitation.

### 1.8. Bid Items

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

### 1.9. Taxes

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

#### **1.10. Authorized Signature**

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

#### **1.11. Modification or Withdrawal of Bids**

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

#### **1.12. Prices**

Bidder is to quote its lowest and best price Free On Board (F.O.B.) destination on each item to shipping location in San Angelo, Texas unless otherwise specified in the invitation. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts will be taken, if earned. Bids must be firm, however if a bidder believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid. Pricing is to be submitted on units of quantity specified with extended totals, however in the event of a discrepancy in extension, the unit prices shall govern. Pricing shall be entered on the Bid Sheet in ink or typewritten.

#### **1.13. Delivery Date**

Bid must show the number of calendar days required to place the materials at the place of destination under normal conditions. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disregarded.

#### **1.14. Default in Delivery**

The vendor must keep the City advised at all times as to the status of the order. When delivery delay can be foreseen, the vendor shall give prior notice to the Purchasing Division who shall have the right to extend the delivery date if reasons for delay are reasonable and acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

#### **1.15. Delivery Times**

Deliveries will be accepted only during normal working hours, i.e.; 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m., Monday thru Friday, unless prior arrangements have been made. For large orders, 24 hours notice to the Receiving Department is required to eliminate delays in delivery.

#### **1.16. Evaluation Factors**

It is **not** the policy of the City to purchase on the basis of low bids alone. In evaluating bids, the following considerations shall be taken into account to determine the "best value" for the City.

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

#### **1.17. Disqualification**

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

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

**1.18. Closing Time & Date**

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

**1.19. Late Bids**

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

**1.20. Copies of Bid Tabulation Results**

For a copy of the Bid Tabulation results, send a self-addressed stamped envelope to: Purchasing Division, City of San Angelo, 72 West College Avenue, San Angelo, Texas 76903.

**1.21. Award of Contract**

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

**1.22. Partial Award**

Bidders may furnish pricing for all or any portion of the bid invitation. UNLESS bidder specifies otherwise in his bid, the City may award contracts for any item or group of items listed.

**1.23. 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 proposal.
- D. Procure any item by other means.
- E. Increase or decrease the quantity specified, unless the bidder specifies otherwise.
- F. Waive as an informality, minor deviations from specifications at a lower price than the low bid meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and overall function is improved or not impaired.
- G. Consider and accept an alternate bid as provided herein when most advantageous to the City.
- H. Extend any contract when most advantageous to the City.
- I. The City reserves the right to award multiple contracts based on low bids for individual items or groups of similar items.

**1.24. Acceptance**

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

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## **2. TERMS AND CONDITIONS**

### **2.1. Order Placement**

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

### **2.2. Shipment under Reservation Prohibited**

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

### **2.3. Title & Risk of Loss**

The title and risk of loss of the goods shall not pass to City until City actually receives and takes possession of the goods at the point or points of delivery and it has been accepted by City staff.

### **2.4. Delivery Terms and Transportation Charges**

F.O.B. destination unless delivery terms are specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided City shall have the right to designate what method of transportation shall be used to ship the goods. Delivery may be a consideration in the award when shown to be a benefit to the City.

### **2.5. No Replacement of Defective Tender**

Every tender or delivery of goods must fully comply with all provisions of this contract as to the method and place of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and Seller will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify City of his intention to cure and may then make a conforming tender within the contract time.

### **2.6. Place of Delivery**

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

### **2.7. Invoices & Payments**

Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after or at the time of each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number, if applicable. Invoices shall be itemized and they shall list transportation charges, if any, separately. A copy of the bill of lading, and the freight waybill, when applicable, should be attached to the invoice. Payment shall not be due until the above instruments are submitted on or after delivery. If invoices are not included in the delivery package then they should be mailed to the ordering department.

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

Payment may be withheld by City, at the discretion of the City, to Seller until all required documents pertaining to the sale are received by the City.

**All invoices should be mailed to:**

**Billing Address      Water Utilities: Water Reclamation Facility  
City Of San Angelo  
72 W. College Avenue  
San Angelo, Texas 76903**

### **2.8. Gratuities**

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

### **2.9. Special Tools & Test Equipment**

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any drawings or related documents thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.

### **2.10. Warranty-Price**

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

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

### **2.11. Warranty-Product**

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

### **2.12. Safety Warranty**

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

### **2.13. No Warranty by City against Infringements**

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

### **2.14. Right of Inspection**

City shall have the right to inspect the goods at delivery before accepting them. Acceptance of the goods upon delivery should in no way constitute a waiver of any right or privilege contained with this contract or under law.

### **2.15. Cancellation**

City shall have the right to cancel for default all or any part of the undelivered portion of the order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which City may have in law or equity.

### **2.16. Termination**

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

**2.17. Force Majeure**

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

**2.18. Assignment-Delegation**

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

**2.19. Waiver**

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

**2.20. Modifications**

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

**2.21. Interpretation-Parol Evidence**

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

**2.22. Applicable Law**

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

**2.23. Advertising**

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

**2.24. Right to Assurance**

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

**2.25. Equal Employment Opportunity**

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

Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Seller shall be advised of any complaints filed with the City alleging that Seller is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included; however, the Seller is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

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

**2.26. Conflict Of Interest**

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

**2.27. Legal Venue**

San Angelo, Tom Green County, Texas

**2.28. Funds – Price**

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

**2.29. Claims for Overcharges**

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

**2.30. Piggy-Back Procurements**

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

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 solicitation. All purchases by Governmental Entities other than the City will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their material/services as needed, e.g., Tom Green County, etc.

**2.31. Terms**

This supply agreement will be for one (1) year effective from the bid award date by the City Council. Two (2) additional one (1) year term extensions will be available subject to agreement by both parties.

The vendor must notify the City ninety (90) days prior to the end of each one (1) year term as to their intention to terminate the contract. Terms will renew automatically unless ninety (90) days written notice is given by either party for termination. Vendor is obligated to fulfill contract extension for one (1) year if timely notification is not submitted.





### 3. SPECIFICATIONS

#### **SUBMERSIBLE NON-CLOG WASTEWATER PUMP TECHNICAL SPECIFICATIONS**

##### **3.1. PUMP REQUIREMENTS**

- Furnish one submersible non-clog wastewater pump, and deliver to the City of San Angelo (COSA). The pump will replace an existing pump at the COSA Wastewater Treatment Plant WRF Effluent Pump Station.
- Pump shall meet the following performance requirements:

Primary Duty Point	8,000 GPM @ 75 FT TDH
Secondary Duty Point	5,400 GPM @ 100 FT TDH
Minimum Shutoff Head	140 FT
Maximum NPSHR at Primary Duty Point	17 FT
Maximum NPSHR at Secondary Duty Point	16 FT
Voltage/Cycle/Phase/Wire	460/60/3/3

- Pump is to be equivalent in performance standards to those manufactured by ITT Flygt Corporation.
- The pump must be compatible with the existing Flygt Control and Status and SUBMEG control units.

##### **3.2. "EQUIVALENT" BID SUBMISSION**

When submitting a bid for an "equivalent" to the pump specification, provide specifications and price sheet for all components necessary to retrofit equivalent pump to existing housing and control panel.

##### **3.3. TESTING**

The pump shall be tested for performance at the factory to determine:

- The head vs. capacity, motor total electrical power draw (KVA), and motor active electrical power draw (KW) for the full speed at which the pumps are specified, and shown on a performance test curve as continuous functions throughout the pump's performance range.
- Tests of models, prototypes or similar units will not be acceptable.
- Three copies of certified test reports, including actual test records, shall be submitted and approved by the owner (City of San Angelo) prior to shipment of the pump.

##### **3.4. REQUIRED SUBMITTALS**

- Manufacturer's certified rating curves showing pump characteristics.
- Literature and drawings describing the equipment in sufficient detail, including parts list and materials and details of construction, to indicate full compliance with these specifications.
- Certified dimensional drawings of each item of equipment and auxiliary apparatus to be furnished.
- Schematic electrical wiring diagrams and other data as required for completion of the pump installation.
- Certified copies of a report covering each test and capacity, power and efficiency curves based on shop test results, shall be prepared by the pump manufacturer and delivered to Engineer not less than 10 days prior to shipment of the equipment from the factory. If performance tests are not conducted on the motor, certified test reports of an identical motor shall be included.
- Manufacturer's recommended list of spare parts.
- Submit evidence that Bidder can deliver a replacement for any part furnished within three working days, except major castings, which shall be delivered within 10 working days.

##### **3.5. PUMP DESIGN CONFIGURATION (Wet pit installation)**

- The pump shall be supplied with a mating cast iron 14 inch discharge connection and be capable to firmly connected to the existing 14-inch discharge connection, by use of the existing two 4-inch guide bars extending from the top of the station to the discharge connection.

- Sealing of the pumping unit to the discharge connection shall be accomplished by a machined metal to metal watertight contact.
  - Sealing of the discharge interface with a diaphragm, O-ring or profile gasket will not be acceptable.
- The entire weight of the pump/motor unit shall be borne by the pump discharge elbow.
  - No portion of the pump shall bear directly on the sump floor.
- Pump shall include 30 linear feet of submersible power cable (SUBCAB) suitable for submersible pump applications.
  - Power cable shall be sized according to NEC and ICEA standards. Pump shall also include 30 linear feet of multi-conductor SUBCAB to convey pump monitoring device signals.
  - Power and pilot cable supports shall be provided and consist of a wire braid sleeve with attachment loops or tails to connection to the underside of the access frame.

### **3.6. PUMP CONSTRUCTION**

- Major pump components shall be of gray cast iron, ASTM A-48, Class 35B, with smooth surfaces devoid of blow holes or other casting irregularities.
  - All exposed nuts or bolts shall be AISI type 316 stainless steel.
  - All metal surfaces coming into contact with the pumped media, other than stainless steel, shall be protected by a factory applied spray coating of acrylic dispersion zinc phosphate primer with a polyester resin paint finish on the exterior of the pump.
- Sealing design shall incorporate metal-to-metal contact between machined surfaces.
  - Pump/Motor unit mating surfaces where watertight sealing is required shall be machined and fitted with Nitrile or optional Viton rubber O-rings.
  - Joint sealing will be the result of controlled compression of rubber O-rings in two planes and O-ring contact of four sides without the requirement of a specific bolt torque limit.
  - Rectangular cross sectioned rubber, paper or synthetic gaskets that require specific torque limits to achieve compression shall not be considered as adequate or equal.
  - No secondary sealing compounds, elliptical O-rings, grease or other devices shall be used.

### **3.7. COOLING SYSTEM - (Open Loop System)**

- Each pump/motor unit shall be provided with an integral, self-supplying cooling system.
  - The motor water jacket shall encircle the stator housing and shall be of cast iron, ASTM A-48, Class 35B.
  - The water jacket shall thus provide heat dissipation for the motor regardless of whether the motor unit is submerged in the pumped media or surrounded by air.
  - After passing through a classifying labyrinth, the impeller back vanes shall provide the necessary circulation of the cooling liquid, a portion of the filtered pump media, through the cooling system.
  - Two cooling liquid supply pipes, one discharging low and one discharging high within the jacket, shall supply the cooling liquid to the jacket.
  - An air evacuation tube shall be provided to facilitate air removal from within the jacket.
  - Any piping internal to the cooling system shall be shielded from the cooling media flow allowing for unobstructed circular flow within the jacket about the stator housing.
  - Two cooling liquid return ports shall be provided.
- The internals to the cooling system shall be non-clogging by virtue of their dimensions.
  - Drilled and threaded provisions for external cooling and seal flushing or air relief are to be provided.
  - The cooling jacket shall be equipped with two flanged, gasketed and bolted inspection ports of not less than 4"Ø located 180° apart.
  - The cooling system shall provide for continuous submerged or completely non-submerged pump operation in liquid or in air having a temperature of up to 40°C (104°F), in accordance with NEMA standards.
  - Restrictions limiting the ambient or liquid temperatures at levels less than 40°C are not acceptable.

### **3.8. CABLE ENTRY SEAL**

- The cable entry seal design shall preclude specific torque requirements to insure a watertight and submersible seal.
  - The cable entry shall consist of dual cylindrical elastomer grommets, flanked by washers, all having a close tolerance fit against the cable outside diameter and the cable entry inside diameter.
  - The grommets shall be compressed by the cable entry unit, thus providing a strain relief function.
  - The assembly shall provide ease of changing the cable when necessary using the same entry seal.

- The cable entry junction chamber and motor shall be sealed from each other, which shall isolate the stator housing from foreign material gaining access through the pump top.
- Epoxies, silicones, or other secondary sealing systems shall not be considered acceptable.

### **3.9. MOTOR**

- The pump motor shall be a NEMA B design, induction type with a squirrel cage rotor, shell type design, housed in an air filled, watertight chamber.
  - The stator windings shall be insulated with moisture resistant Class H insulation rated for 180°C (356°F).
  - The stator shall be insulated by the trickle impregnation method using Class H monomer-free polyester resin resulting in a winding fill factor of at least 95%.
  - The motor shall be inverter duty rated in accordance with NEMA MG1, Part 31.
  - The stator shall be heat-shrink fitted into the cast iron stator housing.
  - The use of multiple step dip and bake-type stator insulation process is not acceptable.
  - The use of bolts, pins or other fastening devices requiring penetration of the stator housing is not acceptable.
- The motor shall be specifically designed for submersible pump usage and designed for continuous duty pumping media of up to 40°C (104°F) with an 80°C temperature rise and capable of at least 15 evenly spaced starts per hour.
  - The rotor bars and short circuit rings shall be made of cast aluminum
  - Thermal switches shall be embedded in the stator end coils to monitor the temperature of each phase winding.
  - One PT-100 type temperature sensor shall be installed in the stator winding.
  - These thermal switches shall be used in conjunction with and supplemental to external motor overload protection and shall be connected to the control panel.
  - The junction chamber shall be sealed off from the stator housing and shall contain a terminal board for connection of power and pilot sensor cables using threaded compression type terminals.
  - A mechanical float switch (FLS) shall be mounted in the junction chamber to signal if there is water intrusion.
  - A pump memory module shall be provided and mounted in the junction chamber to record pump run time, number of starts as well as contain the motor unit performance and manufacturing data and service history.
  - The use of wire nuts or crimp-type connectors is not acceptable.
  - The motor and the pump shall be produced by the same manufacturer.
- The combined service factor (combined effect of voltage, frequency and specific gravity) shall be a minimum of 1.15.
  - The motor shall have a voltage tolerance of plus or minus 10%.
  - The motor shall be designed for operation up to 40°C (104°F) ambient and with a temperature rise not to exceed 80°C.
  - A performance chart shall be provided upon request showing curves for torque, current, power factor, input/output kW and efficiency.
  - This chart shall also include data on starting and no-load characteristics.
- The power cable shall be sized according to the NEC and ICEA standards and shall be of sufficient length to reach the junction box without the need of any splices, minimum of 30 feet.
  - The outer jacket of the cable shall be oil resistant chlorinated polyethylene rubber.
  - The motor and cable shall be capable of continuous submergence underwater without loss of watertight integrity to a depth of 65 feet or greater.
- The motor horsepower shall be adequate so that the pump is non-overloading throughout the entire pump performance curve from shut-off through run-out.

### **3.10. PILOT CABLE**

- The pilot cable shall be designed specifically for use with submersible pumps and shall be type SUBCAB.
  - The cable shall be multi-conductor type with stainless steel braided shielding, a chlorinated polyethylene rubber outer jacket and tinned copper conductors insulated with ethylene-propylene rubber.
  - The conductors shall be arranged in twisted pairs.
  - The cable shall be rated for 600 Volts and 90°C (194°F) with a 40°C (104°F) ambient temperature and shall be approved by Factory Mutual (FM).
  - The cable length shall be adequate to reach the junction box without the need for splices, minimum 30 feet.

### 3.11. BEARINGS

- The pump shaft shall rotate on at least three grease-lubricated bearings.
  - The upper bearing, provided for radial forces, shall be a single roller bearing.
  - The lower bearings shall consist of at least one roller bearing for radial forces and one or two angular contact ball bearings for axial thrust.
  - The minimum L10 bearing life shall be 100,000 hours at any point along the usable portion of the pump curve at maximum product speed.
  - The lower bearing housing shall include an independent thermal sensor to monitor the bearing temperature.
  - If a high temperature occurs, the sensor shall activate an alarm and shut the pump down.

### 3.12. MECHANICAL SEAL

- Each pump shall be provided with a tandem mechanical shaft seal system consisting of two totally independent seal assemblies.
  - The lower seal shall be independent of the impeller hub.
  - The seals shall operate in a lubricant reservoir that hydro-dynamically lubricates the lapped seal faces at a constant rate.
  - The lower, primary seal unit, located between the pump and the lubricant chamber, shall contain one stationary and one positively driven rotating corrosion resistant tungsten-carbide seal ring.
  - The upper, secondary seal unit, located between the lubricant chamber and the motor housing, shall be a leakage-free seal.
  - The upper seal shall contain one stationary and one positively driven rotating corrosion resistant tungsten-carbide seal ring.
  - The rotating seal ring shall have small back-swept grooves laser inscribed upon its face to act as a pump as it rotates, returning any fluid that should enter the dry motor chamber back into the lubricant chamber.
  - Each seal interface shall be held in contact by its own spring system.
  - The seals shall require neither maintenance nor adjustment and shall be capable of operating in either clockwise or counter clockwise direction of rotation without damage or loss of seal. For special applications, other seal face materials shall be available.
- Should both seals fail and allow fluid to enter the stator housing, a port shall be provided to direct that fluid immediately to the stator float switch to shut down the pump and activate an alarm.
  - Any intrusion of fluid shall not come into contact with the lower bearings.
- The following seal types shall not be considered acceptable:
  - Shaft seals without positively driven rotating members;
  - Conventional double mechanical seals containing either a common single or double spring acting between the upper and lower seal faces;
  - Systems requiring a pressure differential to offset pressure and to effect sealing.
- Each pump shall be provided with a lubricant chamber for the shaft sealing system.
  - The lubricant chamber shall be designed to prevent overfilling and to provide lubricant expansion capacity.
  - The drain and inspection plug, with positive anti-leak seal shall be easily accessible from the outside.
  - The seal system shall not rely upon the pumped media for lubrication.
- The motor shall be able to operate continuously while non-submerged without damage while pumping under load.
- Seal lubricant shall be FDA Approved, nontoxic.

### 3.13. PUMP SHAFT

- Pump and motor shaft shall be a solid continuous shaft.
  - The pump shaft is an extension of the motor shaft.
  - Couplings shall not be acceptable.
  - The pump shaft shall be of AISI 431 stainless steel.

### **3.14. IMPELLER**

- The impeller shall be of gray cast iron, Class 35B, dynamically balanced, multiple-vane, double shrouded, non-clogging design, having long through-lets without acute turns.
  - The impeller shall be capable of handling solids, fibrous materials, heavy sludge and other matter found in wastewater.
  - Impeller shall be keyed to the shaft, retained with an expansion ring and shall be capable of passing a minimum 4-inch diameter solid.
  - The impeller shall be coated with an acrylic dispersion zinc phosphate primer.

### **3.15. WEAR RINGS**

- A wear ring system shall be used to provide efficient sealing between the volute and suction inlet of the rotating impeller.
  - Each pump shall be equipped with a replaceable stationary brass ring that is drive fitted to the volute suction inlet.
- This pump shall also have a stainless steel impeller rotating wear ring, heat-shrink fitted onto the suction inlet of the impeller.

### **3.16. VOLUTE**

- Pump volute shall be single-piece gray cast iron, Class 35B, non-concentric design with smooth passages large enough to pass any solids that may enter the impeller.
- Minimum inlet and discharge size shall be as specified.

### **3.17. PROTECTION**

- The stator shall incorporate three thermal switches, connected in series, to provide over temperature protection of the motor winding.
  - Should high temperature occur, the thermal switches shall open, stop the motor and activate an alarm.
  - The stator shall also include one PT-100 type temperature probe to provide for monitoring of the stator temperature
- A lower bearing temperature sensor shall be provided. The sensor shall directly contact the outer race of the thrust bearing providing for accurate temperature monitoring.
- Two leakage sensors shall be provided to detect water intrusion into the stator chamber and junction chamber.
  - A Float Leakage Sensor (FLS), a small float switch, shall be used to detect the presence of water in either the stator chamber or junction chamber.
  - When activated, the FLS will stop the motor and activate an alarm.
  - USE OF VOLTAGE SENSITIVE SOLID STATE SENSORS SHALL NOT BE ALLOWED.

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

#### **4. BID FORMS**

##### **Copies**

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

Please submit all bid forms in the following order:

- ☐ Bid Sheet **(Required)**
- ☐ **No Bid Reply Form (if applicable)**
- ☐ Sign and attach the Addendum Acknowledgment Form **(If applicable)**.
- ☐ Conflict of Interest of Form **(Required)**
- ☐ Local Preference form **(If applicable)**
- ☐ Vendor Compliance With Reciprocity On Non-Resident Bidders **(Required)**
- ☐ Suspension and Debarment form **(Required)**
- ☐ Attach IRS Form W-9 **(Required)**
- ☐ **All forms/documents listed on page 11 – ( 3. Specification; 3.4 Required Submittals )**

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**5. Bid Sheet**

**RFB No: WU-03-14/WRF Effluent Pump / Bid Due Date: March 19, 2014**

**Bidder Name:** \_\_\_\_\_

- Quote your best price F.O.B. Destination
- The bidder is responsible for determining if any addendums have been issued and agrees that the prices(s) quoted reflect any changes or modifications created by any addendum(s).
- Secure all pricing for 60-90 days

Item No.	Item Description	Manufacturer/Model/Part #	Bid
1	Effluent Pump Unit		
2	Components to Retrofit (Attach Specifications/Price sheet for all component parts)		
Total Cost			

**Attach spec sheets for pump and all components as part of the bid requirements**

- **Delivery Days:** \_\_\_\_\_ from issue of Purchase Order to delivery
- **Are these prices based on a purchasing cooperative or Government contract?** Yes \_\_\_\_\_ No: \_\_\_\_\_  
If Yes: Name of Cooperative; \_\_\_\_\_ Contract No: \_\_\_\_\_
- **Payment Terms/Discount (if any):** \_\_\_\_\_
- **May this item be purchased at bid price with a Procurement Card?** Yes \_\_\_\_\_ No: \_\_\_\_\_

**Authorized Signature/Contact Information** *(Bids which are not signed and dated or bids will be rejected.)*

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

Mailing Address: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tax ID: (Attach IRS Form W-9) \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

**THIS FORM MUST BE RETURNED WITH THE BID**

## No Bid Reply Form

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.

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

### PLEASE PRINT

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

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

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

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

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

OBJECTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

( ) 8. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Firm \_\_\_\_\_

Signed \_\_\_\_\_

*Thank you for your assistance!*



**CITY OF SAN ANGELO**  
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### **Addendum Acknowledgement**

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

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

Please Print

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

**THIS FORM MUST BE RETURNED WITH THE BID**

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

## **Disclosure of Certain Relationships**

### **NOTICE TO 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 <http://www.window.state.tx.us/procurement/prog/hub/>

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://sanangelotexas.org>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 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 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.

*Roger S. Banks*

Division Manager, Purchasing

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# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 1491, 80<sup>th</sup> Leg., Regular Session**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

A person commits an offense if the person knowing violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

**1. Name of person doing business 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 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3. Name of local government officer with whom filer has affiliation or business relationship.**

\_\_\_\_\_  
Name of Officer

This section, (item 3 including subparts A, B, C & D, must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of ten (10) percent or more?

☐ Yes ☐ No

D. Describe each employment of business relationship with the local government officer named in this section.

**4.**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**THIS FORM MUST BE RETURNED WITH THE BID**



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

**Local Government Officers of the City Of San Angelo**  
As defined by Chapter 176 of the Texas Local Government Code  
(Revised 8/6/13)

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

**City of San Angelo City Council:**

Mayor: Dwain Morrison, Mayor

- Council Members:
  - Mayor Pro-Tempore: Charlotte Farmer, SMD 6
  - Rodney Fleming, SMD 1
  - Marty Self, SMD 2
  - Johnny Silvas, SMD 3
  - Don Vardeman, SMD 4
  - H.R. Wardlaw, III, SMD5

City Manager: Daniel Valenzuela

**City of San Angelo Development Corporation officers are:**

- Scott Tankersley, President
- John Edward Bariou, Jr. - First Vice President
- Tony Villarreal - Second Vice President
- Daniel Anderson - Director
- Richard Crisp - Director
- Tommy Hiebert - Director
- Pedro Ramirez – Director

Executive Director: Roland Peña





**CITY OF SAN ANGELO**  
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72 West College Avenue, San Angelo, Texas 76903  
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### **Local Preference Consideration**

Section 271.9051 of the Texas Local Government Code "CONSIDERATION OF LOCATION OF BIDDERS PRINCIPAL PLACE OF BUSINESS":

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a bidder who is not a resident of the municipality, the municipality may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects, Telecommunication and Information Technology Bids or any purchases \$100,000.00 or greater.

**If you DO NOT have your principal place of business located within the City of San Angelo city limits – STOP – do not fill out this form.**

**This "Application for Local Preference Consideration" does *not* mean that the City of San Angelo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.**

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

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

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

**THIS FORM MUST BE RETURNED WITH THE BID**

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

**Local Preference Consideration Application**

**Business Name:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_

**Business Type:**

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

**Basis For Preference** (Check applicable box(s) if physical location of business is not within the City Limits of the City of San Angelo.

- ☐ The business is a partnership with residents of the City of San Angelo owning a majority beneficial interest in the partnership (Attach a list of partners with names and addresses).
- ☐ The business is a sole proprietorship owned by a resident of the City of San Angelo (Attach name and address of owner).

**Economic Development: (Include 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.

Please include:

- Number of New Employees \_\_\_\_\_
- Number of Saved Positions \_\_\_\_\_
- Value of increased tax revenue to be generated if you are awarded this contract  
\$ \_\_\_\_\_

**CERTIFICATION:** I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

(Please print)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

**Vendor Compliance With Reciprocity On Non-Resident Bidders**

Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident bidder must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident bidder is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

- A. Non-resident vendors in \_\_\_\_\_(give state), our principal place of business, are required to be \_\_\_\_\_ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in \_\_\_\_\_(give state), our principal place of business, are not required to underbid resident bidders.

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

BIDDER:

(Please print)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

**THIS FORM MUST BE RETURNED WITH THE BID**

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

### **Debarment and Suspension Certification**

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

(Please print)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

**THIS FORM MUST BE RETURNED WITH THE BID**

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***Instructions for Certification***

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective participant shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "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 participant 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 participant 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 participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.