

CITY OF SAN ANGELO REQUEST FOR PROPOSALS

RFP No: FD-02-14

Fire Department Supplemental Payment Program Services

RFP SUBMITTAL DEADLINE

April 29, 2014, 2:00 PM Local Time



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

Table of Contents

1.	BACKGROUND	1
2.	SCOPE OF SERVICES	1
3.	OWNERSHIP AND LICENSES	1
4.	INTELLECTUAL PROPERTY	1
5.	TERM OF CONTRACT.....	2
6.	DEADLINE AND DELIVERY LOCATION	3
7.	SUBMISSION OF PROPOSALS	4
8.	RESTRICTIONS ON COMMUNICATION	4
9.	PROPOSAL REQUIREMENTS.....	6
10.	EVALUATION CRITERIA	7
11.	AWARD OF CONTRACT AND RESERVATION OF RIGHTS	7
12.	INSURANCE & INDEMNIFICATION REQUIREMENTS	8
13.	RFP SUBMITTAL ATTACHMENTS.....	10
	GENERAL INFORMATION, ATTACHMENT A	11
	EXPERIENCE, BACKGROUND, QUALIFICATIONS, ATTACHMENT B.....	17
	PROPOSED PLAN, ATTACHMENT C.....	19
	COMPENSATION SCHEDULE, ATTACHMENT D	21
	DISCLOSURES, ATTACHMENT E	23
	LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO	28
	DEBARMENT AND SUSPENSION CERTIFICATION	29
	SIGNATURE PAGE, ATTACHMENT F.....	31
	PROPOSAL CHECKLIST, RFP ATTACHMENT G.....	33
	CONTACT INFORMATION	35
	NO BID REPLY FORM.....	37



1. BACKGROUND

The City of San Angelo, Fire Department ("City") seeks proposals from qualified Respondents interested in providing the services as described in this RFP.

The City of San Angelo has a population of 95,000. The San Angelo Fire Department is a municipally operated Fire and Emergency Medical Services system providing ground ambulance services to the entire population. In calendar year 2012, there were approximately 1,000 Medicaid and uninsured transports.

In an effort to improve the amount of dollars received from Medicaid, the City seeks to procure supplemental payment program services so San Angelo can receive supplemental Medicaid revenue from the Texas Ambulance Supplemental Payment Program (ASPP).

The City seeks supplemental payment program services to assist with the implementation of the ASPP.

2. SCOPE OF SERVICES

The City seeks supplemental payment program services necessary for the City to become approved and to generate revenue under the ASPP.

3. OWNERSHIP AND LICENSES

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

4. INTELLECTUAL PROPERTY

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

1. Either:
 - a) obtain, at Respondent 's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,
 - b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
 - c) reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.
2. Respondent further agrees to:
 - a) assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,
 - b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
 - c) indemnify the City against any monetary damages and/or costs awarded in such suit; provided that:
 1. Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,
 2. The Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,
 3. The liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 30 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

5. TERM OF CONTRACT

- A. The term of this Agreement will begin on the Effective Date and end after the federal fiscal year 2016 ASPP cost reporting cycle.

- i. Given the current ASPP cost report schedule, for the federal fiscal year ending September 30, the annual fiscal year cost reports by March 31 of the year following the close of said federal fiscal year.
 - ii. The State is scheduled to make payments to providers on each fiscal year cost report by August 31 of the year following the close of the federal fiscal year.
 - iii. The contractor shall submit a final invoice to the City after the City receives payment from the ASPP on the federal fiscal year 2016 ASPP cost report, on or about August 31, 2017.
- B. The Contract shall be in effect for a period of 36 months and may be extended thereafter for up to four (4) additional 12-month periods, subject to the approval of the Contractor and the City Council.
- C. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- D. Contractor agrees to only be paid a percentage of funds collected from the Medicaid SPP after confirmed receipt by the City of said funds. (see attached Pricing/Compensation Schedule)

6. DEADLINE AND DELIVERY LOCATION

Deadline

Sealed RFP submittals must be received and time stamped by **April 29, 2014, 2:00 PM Local Time**. The clock located in Purchasing will be the official time.

Responses received later than the specified and date will not be considered

Proposal Copies

Submit one (1), signed original in a three-ring binder, five (5) bound copies and one (1) copy in PDF format on CD or USB Flash Drive.

Sealed Envelope Addressing

- Top Left Hand Corner: Business Name and Address
- Lower Right Hand Corner: "RFP NO. FD-02-14/ Supplemental Payment Program Services"

Delivery Instructions

Place sealed envelope in a delivery container addressed to:

USPS Delivery Address: City of San Angelo
Purchasing Division
72 West College Avenue
San Angelo Texas, 76903

Delivery Service (Fedex, UPS, etc.) Address: City of San Angelo
Purchasing Division, Suite 330
72 West College Avenue
San Angelo Texas, 76903

Note: Ensure delivery container is marked, "Sealed RFP Enclosed"

7. SUBMISSION OF PROPOSALS

- A. Proposal Format: Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper with original placed inside a three ring binder and each copy to be securely bound in a more economical fashion (i.e. – heat bond, spiral bond, etc.) The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 10-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response for RFP Attachments A-I may not exceed 25 pages in length. Electronic files, websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section VII, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.
- B. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Chief of the Fire Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

- C. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- D. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- E. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-proposal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

8. RESTRICTIONS ON COMMUNICATION

- A. Respondents should not communicate with: 1) elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or

indirect discussion of the RFP and/or Proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Conversations with the current contract holder (if applicable) concerning operations under the current Agreement .
2. Private (non-business) contacts with the City by the Proposer's employees acting in their personal capacity;
3. Casual social contacts that do not include mention of the Landfill or the potential lease of the Landfill;
4. ***Respondents may only submit written questions concerning this through the Purchasing Division Staff. Questions received after 7 days prior to proposal deadline will not be answered.***

Point of Contact

Roger Banks, Division Manager
Purchasing Division
City of San Angelo
72 West College Avenue
San Angelo Texas, 76903
Email: sapurch@cosatx.us
Telephone: (325) 657-4219

Questions submitted and the City's responses will be posted in the form of an Addendum to the City's web site at www.sanangelotexas.us. Respondent is responsible for verifying all addendums prior to the deadline. Failure to do so, will be at the risk of the Respondent.

5. Communications during the Pre-Proposal Conference and Site Tour (If scheduled)
 6. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
 7. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.
- B. The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process.
- C. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons, shall not be considered a violation by Respondent of this section.

9. PROPOSAL REQUIREMENTS

Contents

Respondent's Proposal shall include the following items in the following sequence, tabbed and noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

TABLE OF CONTENTS

TAB 1 - EXECUTIVE SUMMARY: The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

TAB 2 – GENERAL INFORMATION & REFERENCES FORM: Use the Form found in this RFP as Attachment A, Part One)

TAB 3 – EXPERIENCE, BACKGROUND & QUALIFICATIONS: Use the Form found in this RFP as Attachment B, Part Two)

TAB 4 – PROPOSED PLAN - Use the Form found in this RFP as Attachment C, Part Three)

NOTE: The remaining document requirements listed for Tabs 5-10 are to be placed within Respondent's ORIGINAL proposal only. Additional copies are not required.

TAB 5 – COMPENSATION SCHEDULE - Use the Compensation Schedule that is found in this RFP as Attachment D.

TAB 6 – LITIGATION DISCLOSURE FORM: Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment F. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

TAB 7 -PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

TAB 9 – SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment H. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

TAB 10 – PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in this RFP as Attachment I.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

10. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Angelo City Council.

Evaluation criteria:

- A. Experience, Background, Qualifications (50 points) - Demonstrated Applicable Experience (experience as shown on the resumes of personnel to be assigned to the project, favorable references for prior projects)
- B. Proposed Plan (25 points) Project Concept and Solutions Proposed (Grasp of the requirement and its solution(s), responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation.)
- C. Price (25 points) (proposer with the lowest cost to the City receives the maximum points; remaining proposers are scored on a percentage ratio basis)

11. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

- H. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- I. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is included in this document and should be submitted with the proposal.

12. INSURANCE & INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

Insurance

- A. Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Risk Department, which shall be clearly labeled "**Supplemental Payment Program Services**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) must have the agent's signature and phone number,, and include copies of all applicable endorsements. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Risk Management Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B. The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

Commercial General Liability.

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

\$ 1,000,000.00	General Aggregate
\$ 1,000,000.00	Products- Completed Operations
\$ 1,000,000.00	Personal & Advertising Injury
\$ 1,000,000.00	Each Occurrence

- C. Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City;
 - Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Angelo where the City is an additional insured shown on the policy;
 - The Commercial General Liability policy will provide a waiver of subrogation in favor of the City.
 - Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- D. Within ten (10) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent’s performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- E. In addition to any other remedies the City may have upon Respondent’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.
- F. Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent’s or its subcontractors’ performance of the work covered under this Agreement
- G. It is agreed that Respondent’s insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Angelo for liability arising out of operations under this Agreement.
- H. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- I. Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

INDEMNIFICATION

GENERAL INDEMNIFICATION. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES,

DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF CONTRACTOR OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF CONTRACTOR, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF CONTRACTOR AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS CONTRACT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY CONTRACTOR HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS CONTRACT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE CONTRACTOR TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

13. RFP SUBMITTAL ATTACHMENTS

THE DOCUMENTS THAT FOLLOW ARE FORMS THAT MUST BE COMPLETED BY RESPONDENT AND INCLUDED WITH RESPONDENT'S PROPOSAL. ATTACH THESE DOCUMENTS TO YOUR PROPOSAL IN THE ORDER INDICATED IN RFP SECTION VII, WHICH IS ENTITLED "PROPOSAL REQUIREMENTS"

General Information, Attachment A
To be submitted with Respondent's Proposal as TAB 2

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co- Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____ City, _____ State _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Website address: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

_____ Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____

_____ Limited Liability Corporation

_____ S Corporation If checked, check one: _____ For-Profit _____ Nonprofit

Also, check one: _____ Domestic _____ Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Total Number of Employees: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

- 2. Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

- 3. Mergers:** Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

_____ Yes _____ No If "Yes", list authorizations/licenses.

- 4. Licenses:** Is Respondent authorized and/or licensed to do business in Texas?

_____ Yes _____ No If "Yes", list authorizations/licenses.

- 5. Headquarters:** Where is the Respondent's corporate headquarters located?

6. Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

_____ Yes _____ No

If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

7. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

_____ Yes _____ No If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

8. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

_____ Yes _____ No If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

9. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?

_____ Yes _____ No If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

10. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

_____Yes _____No If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

_____Yes _____No If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

_____Yes _____No If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

Company Name: _____

REFERENCES

Provide three (3) municipality references, that Respondent has provided similar services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name: _____

Contact Name: _____

Title: _____

Address: _____ City: _____ State: _____ Zip _____

Telephone No. _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____

Title: _____

Address: _____ City: _____ State: _____ Zip _____

Telephone No. _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____

Title: _____

Address: _____ City: _____ State: _____ Zip _____

Telephone No. _____

Email: _____

Date and Type of Service(s) Provided: _____

Intentionally Left Blank

**Experience, Background, Qualifications, Attachment B
To be submitted with Respondent's Proposal as TAB 3**

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope and identify associated results or impacts of the project/work performed.
2. Describe Respondent's specific experience with public entities clients, especially midsized municipalities.
3. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
4. Identify the professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
5. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

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Proposed Plan, Attachment C
To be submitted with Respondent's Proposal as TAB 4

Prepare and submit the following items.

1. Operating Plan – Describe the proposed plan necessary for the City to become approved and to generate revenue under the ASPP. Include specific tasks, schedule of events, and process timeline.
2. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

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Compensation Schedule, Attachment D
To be submitted with Respondent's Proposal as TAB 5

Please describe your proposed pricing schedule and rationale for that pricing, including what you are charging other clients for similar work.

Please provide an hourly rate for the services that you are proposing to provide as a means of comparison.

Annual Price to the City:

- 2014 ASPP Cycle:
- 2015 ASPP Cycle:
- 2016 ASPP Cycle:

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Company Name: _____

Disclosures, Attachment E
To be submitted with Respondent's Proposal as TAB 7

LITIGATION DISCLOSURE

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

_____ Yes _____ No

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Angelo or any other Federal, State or Local Government, or Private Entity?

_____ Yes _____ No

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Angelo or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

_____ Yes _____ No

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

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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.ethics.state.tx.us/whasnew/conflictforms.htm>.

A current list of City of San Angelo 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 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 Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with the City, 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, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 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 knowingly 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 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment 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 income, 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 10 percent or more?

☐ Yes ☐ No

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

4

Signature of person doing business with the governmental entity

Date

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

- Councilmembers: 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

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.

Company

By

Title

Address

City, State Zip

Note: Agents must provide evidence of authority to bind corporation.

THIS FORM MUST BE RETURNED WITH THE PROPOSAL

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Signature Page, Attachment F
To be submitted with Respondent's Proposal as TAB 9

The undersigned certifies that (s) he is authorized to submit this proposal on behalf of the entity named below:

Respondent Entity Name

Co-Respondent Entity Name

Signature

Signature

Printed Name

Printed Name

Title:

Title

By signature(s) above, Respondent(s) agrees to the following:

1. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.
4. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
5. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
6. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item. The undersigned firm submits the following information (this RFP submittal) in response to that Request for Qualifications (as amended by any Addenda), issued by the City of San Angelo, Texas ("City") to perform Professional Services for Historical Site Development. . Enclosed, and by this reference incorporated herein and made a part of this RFP, are the following:
7. Completed Conflict Of Interest and the Debarment & Suspension forms
8. Respondent understands that they are responsible for calling the City or checking the City's website to determine if any addendums have been issued.
9. Respondent also understands that the City is not bound to select any firm for the final pre-qualified list and may reject any responses submitted.

10. Respondent further understands that all costs and expenses incurred by it in preparing this RFP and participating in this process will be borne solely by the firm, and that the required materials to be submitted will become the property of the City and will not be returned.
11. City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFP. Firm accepts all terms of the RFP submittal process by signing this letter of interest and making the RFP submittal.
12. This RFP shall be governed by and construed in all respects according to the laws of the State of Texas.

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Proposal Checklist, RFP Attachment G
To be submitted with Respondent's Proposal as TAB 10

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Tab No.	Document	Initial To Indicate Document Is Attached To Proposal
	Table of Contents	
1	Executive Summary	
2	General Information and References <ul style="list-style-type: none"> • RFP Attachment A 	
3	Experience, Background & Qualifications <ul style="list-style-type: none"> • RFP Attachment B 	
4	Proposed Plan <ul style="list-style-type: none"> • RFP Attachment C 	
5	Compensation Schedule <ul style="list-style-type: none"> • RFP Attachment D • Insert Copy of Proposed Contract 	
6	Disclosures <ul style="list-style-type: none"> • RFP Attachment E • Conflict of Interest Questionnaire • Debarment and Suspension 	
7	Litigation Disclosure <ul style="list-style-type: none"> • Litigation, RFP Attachment F 	
8	Proof of Insurability (See RFP Exhibit 2) <ul style="list-style-type: none"> • Insurance Provider's Letter • Copy of Current Certificate of Insurance 	
9	Signature Page <ul style="list-style-type: none"> • RFP Attachment G 	
10	Proposal Checklist <ul style="list-style-type: none"> • RFP Attachment H 	
11	<ul style="list-style-type: none"> • Contact Information • IRS W-9 Form 	
One (1) Original, five (5) Copies, and one electronic version of proposal in PDF format. *Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal		

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Contact Information

Firm Name: _____

Mailing Address: _____

City, State Zip Code: _____

Print Name/Title: _____

Tax ID: (*Attach IRS Form W-9*) _____

Telephone: _____ FAX: _____

Email: _____

Attach IRS W-9

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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 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!

###