

CITY OF SAN ANGELO REQUEST FOR BIDS

Vehicle Maintenance

Annual Generator Service

RFB No. VM-08-14



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

Submittal Deadline

June 19, 2014/2:00 PM, Local Time

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

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1. INTRODUCTION

1.1. General

The City of San Angelo is accepting sealed bids

The successful bidder will be required to execute a contract similar to the draft contract provided in the bid documents.

1.2. Bid Documents

Bid documents may be obtained in the Purchasing office located at 72 West College Avenue, Suite 330, San Angelo, TX, 76903 or online at:

- www.sanangelotexas.us
- Bid Information (menu on left side of screen)
- Bid Opportunities

1.3. 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.

1.4. Digital Format

If Respondents obtained the bid specifications in digital format in order to prepare a bid/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.

1.5. Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are included within the draft Project Agreement Form included within this bid package. Please read the bold note at the top of the first page of the draft Project Agreement Form and review the insurance and indemnification requirements listed in Section 5 of that form with your insurance agent prior to submitting your bid.

1.6. Required Response

The City requires a response to any RFB's mailed to potential bidders. Should a company receive an RFB, but choose not to bid, then in order to remain on the City of San Angelo's Potential Bidders List you must submit a "No Bid".

1.7. No Bid Instructions

To submit a No Bid, complete the Bid Sheet by entering "No Bid" on Line Item 1, complete the Contact Information section, and mail the Bid Sheet pages before the deadline. Firms that do not respond will be removed from the bidders list.

1.8. Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Department will issue an addendum addressing the nature of the change. **Respondents must sign it and include it in the returned bid package.** Addenda will be posted on the City's website as they are issued. **Bidders are** 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 do so will be at the Risk of the bidder and no accommodations will be made for failing to consider all addendums

1.9. Interpretations

All questions about the meaning or intent of the Contract Documents, including specifications shall be submitted to the City in writing. Replies will be issued by Addenda mailed, faxed, emailed, or delivered to all parties recorded by Owner as having received the bid documents. Questions received less than five (5) 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.

1.10. Confidentiality

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

1.11. 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.

1.12. Acceptance of Bid Content

Before submitting a bid, 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 bid/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.

1.13. Copies Of Bid Tabulation Results

For a copy of the Bid Tabulation results, send a self-addressed stamped envelope to: Purchasing Department, Bid Tabulation Request, City of San Angelo, 72 W. College Ave., San Angelo, Texas 76903. Bid tabulations may also be obtained by emailing darlene.luna@sanangelotexas.us. Please include the bid title and RFB number in your request.

2. DEADLINE AND DELIVERY LOCATION

2.1. Deadline

Sealed Request for Bids (RFB) submittals must be received and time stamped, **June 19, 2014 2:00 PM, Local Time**. The clock located in Purchasing will be the official time.

2.2. Copies

- a. Submit one (1) **unbound** original and one (2) **bound** complete copy of your bid. (Staples and binder clips are acceptable for unbound original).
- b. Enclose one (1) CD or flash drive containing digital copies (PDF) of the Bid Sheet, other required bid forms, and any supplemental documentation. Digital copies may be scanned documents, electronically completed forms, or other acceptable methods of document retention.

2.3. Sealed Envelope Formatting

Mark Sealed Bid Envelope:

Top Left Hand Corner: Business Name, Address

Bottom Left Hand Corner: **"RFB NO. VM-08-14/Annual Generator Service"**

2.4. Delivery Envelope Formatting

Mark delivery envelope "Sealed Bid Enclosed"

2.5 Delivery Addresses:

USPS: (EXPRESS DELIVERY DISCOURAGED DUE TO SIGNING REQUIREMENT)

City of San Angelo
Purchasing Department, RFB: VM-08-14
72 West College Avenue, Suite 330
San Angelo, Texas 76903

Delivery Services: City of San Angelo
Purchasing Department, RFB: VM-08-14
72 West College Avenue, Suite 330
San Angelo, Texas 76903

NOTICE

It is the sole responsibility of the bidder to ensure that the properly packaged, addressed as reflected above and that it arrives at the above location by the specified deadline regardless of delivery method selected

Faxed or electronically transmitted bids will not be accepted

2.6 Points Of Contact

Darlene Luna, Purchasing Specialist

Purchasing Division
City of San Angelo
72 West College Avenue, Suite 330
San Angelo, Texas 76903
Email: roger.banks@cosatx.us
Telephone: (325) 657-4219

Ryan Kramer

Vehicle Maintenance
City of San Angelo
1727 St Ann St.
San Angelo Texas 76905
Email: Ryan.kramer@cosatx.us
Telephone: (325) 657-4329

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3. INSTRUCTIONS TO BIDDERS

3.1. Proposal/Bid Interpretation

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawings, specifications, etc. must be requested in writing five (5) days prior to the deadline to the **Purchasing Department, City of San Angelo, 72 West College Avenue, San Angelo, TX 76902-1751** to allow sufficient time for evaluation and reply to all prospective bidders before the submission of their bids. The bid invitation number must appear on all correspondence, inquiries, etc. pertaining to the invitation. Oral explanations or instructions given before the award of the contract are not binding and do not form a part of or alter in any way, the written agreement.

3.2. 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.

3.3. 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.

3.4. 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.

3.5. Corrections, Additions, Or Deletions

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

3.6. 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.

3.7. Taxes

All quotations are to be submitted less Federal Excise and State of Texas Sales Taxes. Tax exemption certificates will be executed upon request. **The City's federal tax identification number is 75-6000-659-9.**

3.8. 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.

3.9. 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 Department. 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 Department.

3.10. Prices

Bidder is to quote its lowest and best price 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 shall be entered on the Bid Sheet in ink or typewritten.

3.11. 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. Lowest rate per hour
- 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. Response time/business location
- e. the extent to which the goods or services meet the City's needs;
- f. the vendor's past relationship with the City
- g. the impact on the ability of the City to comply with laws and rules relating to historically underutilized businesses;
- h. the total long-term cost to the City to acquire the vendor's goods or services; and
- i. Any other relevant factor specifically listed in the request for bids and proposals.

3.12. 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.

3.13. Reservations

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

Waive any defect, irregularity, or informality in any bid or bidding procedure.

Extend the bid closing time and date.

Reissue a bid invitation or proposal.

Procure any item by other means.

Increase or decrease the quantity specified, unless the bidder specifies otherwise.

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.

Extend any contract when most advantageous to the City.

The City reserves the right to award multiple contracts based on low bids for individual items or groups of similar items.

3.14. Submission Of Bids

Sealed bids are to be returned by the closing time and date stated in the Deadlines and Delivery Options Section. Faxed or electronic submitted bids will not be accepted.

3.15. Closing Time & Date

All bids must be returned in sufficient time to be received in the Purchasing Department on or before the advertised closing date and time

3.16. Late Bids

Bids received after the advertised closing time and date regardless of the mode of delivery, will be refused and returned unopened.

3.17. 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.

4. TERMS AND CONDITIONS

NOTE: No order shall be accepted by the vendor 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.

4.1. 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. Payment shall not be due until the above instruments are submitted on or after completion of service.

In order to confirm receipt of the invoice & expedite payment for services, invoices may be e-mailed to the individual Facility/Bldg. Manager. E-mail addresses will be provided at service providers' request.

All hard copy invoices should be mailed to:

**City Of San Angelo
Vehicle Maintenance
1727 St Ann St.
San Angelo, Texas 76905**

Payment may be withheld, without penalty, by City, at the discretion of the City, to Seller until all required documents pertaining to the sale are received by the City. The invoice will not be considered valid until all documentation is received.

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.

Do not include Federal Excise, State, or City Sales Tax.

4.2. 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.

4.3. 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.

4.4. 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.

4.5. 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.

4.6. 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.

4.7. 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.

4.8. 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.

4.9. 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.

4.10. Termination

Performance under this contract may be terminated in whole, or in part by the City in accordance with this provision. Termination performance hereunder shall be affected by the delivery to 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.

4.11. 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.

4.12. 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.

4.13. 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.

4.14. Modifications

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

4.15. 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.

4.16. 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.

4.17. 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.

4.18. 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.

4.19. 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.

4.20. 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.

4.21. Bonding

All employees of the contractor shall be bonded against theft and/or loss of property. The Contractor shall obtain a bond covering all personnel. The bond shall be obtained from a surety company licensed to do business in the State of Texas.

4.22. Legal Venue

San Angelo, Tom Green County, Texas

4.23. 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.

4.24. Term

The term of this agreement shall be for a period of one (1) year from the date of its execution, and may be renewed by the City, at the sole discretion of the City for two (2) additional one (1) year periods.

4.25. Funds – Price

The Contractor submitting the lowest and best bid will establish a price agreement with the City. The services ordered will be selected based on the availability of funds, needs of each user, price, delivery, and value to the city. Please note this RFB is an Annual Service Contract and does not obligate the City to any one Contractor for unplanned repairs.

4.26. Cooperative Purchasing

Governmental Entities utilizing Inter-Governmental Contracts with the City will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result 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)

5. DRAFT SERVICE AGREEMENT

NOTICE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this ____ day of _____, 2014 (but effective as of _____) by and between the City of San Angelo, a municipal corporation of the State of Texas (“City”) and _____, a _____ (“Provider”).

RECITALS:

A. City has issued a Request for Bid No. VM-08-14 (“RFB VM-08-14”) for professional generator maintenance services to provide scheduled maintenance and repairs to City-owned generators and switches (“Services”).

B. Provider’s proposal, in response thereto, has been selected as the most qualified proposal for the provision of Services (“Proposal”).

C. Provider possesses all necessary qualifications and expertise to perform Services.

D. City wishes to engage the services of Provider, and Provider wishes to perform Services for City, under the terms and conditions set forth herein.

E. The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Provider and City agree as follows:

TERMS

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement. City’s RFB VM-08-14 and Provider’s proposal are hereby incorporated into and made a part of this Agreement and attached hereto as Exhibit “A.”

2. **TERM:** The term of this Agreement shall be one (1) year commencing on the effective date hereof.

3. **OPTION TO EXTEND:** City shall have two (2) options to extend the term hereof for a time period of one (1) year each, subject to availability and appropriation of funds. Agreement shall not be amended, changed or extended except by written instrument signed by both parties hereto.

4. **SCOPE OF SERVICE:**

A. Provider agrees to provide Services as specifically described, and under the special terms and conditions set forth herein and Exhibit “B” attached hereto, which by this reference is incorporated into and made a part of this Agreement.

B. Provider represents and warrants to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due City, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner described in Exhibit “B”.

5. **CHANGE IN WORK PERFORMED:** City may request to add or delete items to be serviced under this Agreement. Any additions or changes to the items serviced or services required shall be done by a change order signed by an authorized representative of both parties and shall immediately become a part of this Agreement. A decrease or increase in the services to be provided to any item set forth on attached Exhibit “C” hereto, which by this reference is incorporated into and made a part of this Agreement, shall be at an amount negotiated by the parties and authorized by change order.

6. COMPENSATION:

A. The amount of compensation payable by City to Provider shall be based on the rates and schedules described in Exhibit “D” hereto, which by this reference is incorporated into this Agreement; provided, however, that in no event shall the total amount of compensation under this Agreement exceed _____ and ____/100 Dollars (\$_____).

B. Unless otherwise specifically provided in Exhibit “D”, payment shall be made within thirty (30) days after receipt of Provider’s invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should City require one to be performed.

7. OWNERSHIP OF DOCUMENTS: Provider understands and agrees that any information, document, report or any other material whatsoever which is given by City to Provider or which is otherwise obtained or prepared by Provider pursuant to or under the terms of this Agreement is and shall at all times remain the property of City. Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of City, which may be withheld or conditioned by City in its sole discretion.

8. AUDIT AND INSPECTION RIGHTS:

A. City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by City to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Provider’s performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. City may, at reasonable times during the term hereof, inspect Provider’s work and perform such tests, as City deems reasonably necessary, to determine whether the goods or services required to be provided by Provider under this Agreement conform to the terms hereof, the terms of RFB No. VM-08-14 and the terms found in Exhibit “A”, if applicable. Provider shall make

available to City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

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

10. **PUBLIC RECORDS:** Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by City and the public to all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by City.

11. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** Provider understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Provider agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

12. **INDEMNIFICATION AND INSURANCE:**

A. **INDEMNIFICATION.** Provider shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act,

omission, default or negligence (whether active or passive) of Provider or its employees, agents or sub-providers (collectively referred to as "Provider"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) or strict liability of the Indemnities, or any of them or (ii) the failure of provider to comply with any of the paragraphs herein or the failure of provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its sub-providers, as provided above, for which provider's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee's own gross negligence or willful misconduct.

B. ENVIRONMENTAL INDEMNIFICATION. Provider agrees to indemnify, defend and hold city and 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 local, state, or federal environmental agencies or private individuals or entities in connection with or resulting from or arising out of Provider's handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse by any person under Provider's direction or control of waste collected, transported or landfilled or any cleanup associated with environmental contamination, whether such cleanup is of air, soil, structure, ground water or surface water contamination. Provider specifically agrees to indemnify, defend and hold harmless city against all claims damages and liabilities of whatever nature asserted under CERCLA caused by acts or omissions of Provider regardless of when such incident is discovered. Provider shall be responsible

and liable for any spill, underground pollution or any other environmental impairment incident caused by acts or omissions of Provider regardless of when such incident is discovered. It is the intent of the parties that this section shall in no way limit other coverage herein as it may relate to any environmental claim, damage, loss or liability of any kind.

C. INSURANCE. Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in Exhibit "E" attached hereto, which by this reference is incorporated into this Agreement, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insured, except on coverage for Workers' Compensation. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the services under this contract without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City's Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

The procurement of insurance coverage by Provider shall not be construed to be a limitation upon Provider's liability or as a full performance on its part of Provider's indemnification requirements under this Agreement. Provider's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Provider to maintain adequate coverage shall not relieve Provider of any contractual responsibility or obligation.

Provider shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

Provider shall cause each subprovider and sub-subprovider of Provider to purchase and maintain insurance of the types and in the amounts specified in Exhibit "E" hereto. Provider shall require subproviders and sub-subproviders to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

If, in the judgment of City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, this Contract shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

13. DEFAULT: If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder City, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by City to Provider while Provider was in default shall be immediately returned to City. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to City for all expenses incurred by City in preparation and negotiation of this Agreement,

as well as all costs and expenses incurred by City in the re-procurement of the Services, including consequential and incidental damages.

14. RESOLUTION OF CONTRACT DISPUTES: Provider understands and agrees that all disputes between Provider and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his/her resolution, prior to Provider being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds \$25,000.00, the City Manager's decision shall be approved or disapproved by City Council. Provider shall not be entitled to seek judicial relief unless: (i) it has first received the City Manager's written decision, approved by City Council if the amount of compensation hereunder exceeds \$25,000.00, or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation (ninety (90) days if the City Manager's decision is subject to City Council approval); or (iii) City has waived compliance with the procedure set forth in this section by written instruments, signed by the City Manager.

15. CITY'S TERMINATION RIGHTS:

A. City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. City shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Provider and Provider shall reimburse to City all amounts received while Provider was in default under this Agreement.

16. **NONDISCRIMINATION:** Provider represents and warrants to City that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

17. **ASSIGNMENT:** This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of City, which may be withheld or conditioned, in City's sole discretion.

18. **NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CITY:

City of San Angelo
Attn: Ryan Kramer
1727 St. Ann St.
San Angelo, Texas 76905
Phone: (325) 657-4329

TO PROVIDER:

Attn: _____

Phone: _____

19. **MISCELLANEOUS PROVISIONS:**

A. This Agreement shall be construed and enforced according to the laws of the State of Texas.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

20. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

21. INDEPENDENT CONTRACTOR: Provider has been procured and is being engaged to provide services to City as an independent contractor, and not as an agent or employee of City. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of City, nor any rights generally afforded classified or unclassified employees. Provider further understands that Texas Workers' Compensation benefits available to employees of City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to City under this Agreement.

22. **CONTINGENCY CLAUSE:** Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

23. **REAFFIRMATION OF REPRESENTATIONS:** Provider hereby reaffirms all of the representations contained in this Agreement, RFB No. VM-08-14 and included in Exhibit "A."

24. **DOCUMENTS OF INCORPORATION:** This Agreement is expressly made subject to all exhibits hereto, to all of the exhibits, provisions, requirements, federal, state and local laws, rules and regulations as of the effective date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon City. All of the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

25. **ENTIRE AGREEMENT:** This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

26. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

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

“City”

CITY OF SAN ANGELO, a municipal corporation

ATTEST:

Alicia Ramirez, City Clerk

By: _____
Daniel Valenzuela, City Manager

“Provider”

_____, a _____

By: _____

ATTEST:

_____, Secretary

EXHIBIT “A”

EXHIBIT “B”

SCOPE OF SERVICES

1.0 SCOPE OF SERVICES

Services performed will include maintenance and repairs as required hereunder and in accordance with RFB VM-08-14 to City-owned generators and switches described in Exhibit “C” hereto (“Equipment”) for the fully functional operation of such Equipment.

2.0 MAINTENANCE SERVICES

The duties to be performed on Equipment shall include but not be limited to:

- 2.1 Change engine oil and associate filters
- 2.2 Change all fuel filters and air filters
- 2.3 Change all batteries
- 2.4 Test battery static charging system
- 2.5 Check coolant
 - 2.5.1 Inspect level and conditions
 - 2.5.2 Replace if needed
- 2.6 Perform general tune up
 - 2.6.1 Inspect and/or change plugs
 - 2.6.2 Inspect and/or change wires
- 2.7 Inspect and/or replace belts and hoses
- 2.8 Inspect transfer switch for quality and function
- 2.9 Inspect generator for cleanliness and function
- 2.10 Operate unit
 - 2.10.1 Run unit to operating temperature and verify temperature levels
 - 2.10.2 Check output
- 2.11 Inspect and/or adjust exercise program to perform once per week
- 2.12 Perform load test applicable to machine and in accordance with NFPA 8.4.2.3
- 2.13 Verify all switches, breakers, and similar devices are positioned to allow system to operate as intended

3.0 DOCUMENTATION OF SERVICES

In addition to the above listed maintenance services, the following shall also be included with all invoices submitted to City:

- 3.1 Hours spent conducting maintenance or repair services
- 3.2 Equipment serviced and services performed
- 3.3 Actual load test results and a Pass or Fail determination

4.0 ADDITIONAL SERVICE REQUIREMENTS

- 4.1 Provider shall provide all filters, oil, batteries and other supplies necessary to complete the services described above and in City’s RFB VM-08-14 and Provider’s proposal.

- 4.2 Services shall be performed at various City locations where the Equipment is located.
- 4.3 Provider shall report to City all repairs required for fully functional operation of Equipment. Repairs of City Equipment shall be on an as needed basis and all repairs must be approved by City before any repairs begin.

5.0 TIME OF PERFORMANCE

- 5.1 Maintenance shall be performed one (1) time per year per item listed in Exhibit “C” and shall be scheduled by Provider in accordance with City’s maintenance schedule.
- 5.2 Repair of Equipment shall be on an as needed basis.

EXHIBIT “C”
ITEMS TO BE SERVICED

| Item | Unit No. | Mfg. | Model No. | Year | Location | Load Req. |
|-------------|-----------------|-------------|--------------------|-------------|--------------------------|------------------|
| 1 | 00500 | Onan | 1200JG-169-19333AA | 1970 | Convention Center | ? |
| 2 | 10846 | Kohler | 80R0Z201 | 1986 | Behind PD | ? |
| 3 | 11135 | Onan | 80DGDB | 1995 | 323 E Beauregard | ? |
| 4 | 11460 | Onan | 20ES | 1997 | St. Ann | ? |
| 5 | 11461 | Onan | 20ES | 1997 | 4702 Southland | ? |
| 6 | 11479 | Caterpillar | D3306 | 1971 | Coliseum | ? |
| 7 | 11547 | Caterpillar | 3508B | 2000 | 4706 Southland | ? |
| 8 | 11991 | Caterpillar | | 2003 | Terminal Cr. | ? |
| 9 | 11992 | Onan | | 2003 | Hanger Rd., Gate 7A | ? |
| 10 | 18670 | John Deere | 4045DF150 | 2003 | Lone Wolf @ WTP | Pump Drive |
| 11 | 18671 | John Deere | 4045DF150 | 2003 | South Concho | Pump Drive |
| 12 | 18677 | John Deere | 6068 | 2003 | Shiloh & 7 th | Pump Drive |
| 13 | 22098 | Caterpillar | 3406 | 2006 | Abilene Tank | ? |
| 14 | 22127 | Kohler | 80RE0ZJB | 2004 | Lake Nasworthy Dam | 80 |
| 15 | 22128 | Kohler | 80RE0ZJB | 2005 | Twin Buttes | 20 |
| 16 | 22213 | Onan | DGDB-496197 | 2003 | Station 8 | ? |
| 17 | 22478 | John Deere | 431PSL62021 | 2012 | City Hall | ? |
| 18 | 22479 | Kohler | 200R0ZD | 2010 | EOC | ? |
| 19 | 22538 | Cummins | DQKAB-7042855 | 2010 | Water Production | ? |
| 20 | 22539 | Cummins | DQKAB-A040C048 | 2010 | Water Production | ? |
| 21 | 22540 | Cummins | | 2010 | Water Reclamation | ? |

EXHIBIT “D” COMPENSATION

Provider shall provide Services under this Agreement as specified in Exhibit “B” of this Agreement. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

1.0 COMPENSATION FOR MAINTENANCE SERVICE

The price for maintenance services as stated in this Agreement shall be the following amounts, plus applicable tax, as and when due.

| Unit | Price Per Service |
|------|-------------------|
| 1 | \$_____ |
| 2 | \$_____ |
| 3 | \$_____ |
| 4 | \$_____ |
| 5 | \$_____ |
| 6 | \$_____ |
| 7 | \$_____ |
| 8 | \$_____ |
| 9 | \$_____ |
| 10 | \$_____ |
| 11 | \$_____ |
| 12 | \$_____ |
| 13 | \$_____ |
| 14 | \$_____ |
| 15 | \$_____ |
| 16 | \$_____ |
| 17 | \$_____ |
| 18 | \$_____ |
| 19 | \$_____ |
| 20 | \$_____ |
| 21 | \$_____ |

2.0 COMPENSATION FOR REPAIR SERVICE

The price for repair services as stated in this Agreement shall be the following hourly labor rate, plus applicable tax, as and when due.

Hourly Labor rate: \$_____ per hour.

**EXHIBIT “E”
SPECIAL INSURANCE RIDER**

1.0 TYPES AND AMOUNTS OF INSURANCE REQUIRED.

Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider’s sole expense, insurance coverage as follows with limits not less than those set forth below:

1.1 COMMERCIAL GENERAL LIABILITY.

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

| | |
|------------------------|--|
| \$ 1,000,000.00 | General Aggregate |
| \$ 500,000.00 | Products – Completed Operations |
| \$ 500,000.00 | Personal & Advertising Injury |
| \$ 500,000.00 | Each Occurrence |
| \$ 50,000.00 | Fire Damage (any one fire) |

1.2 BUSINESS AUTOMOBILE LIABILITY.

This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall not be less than:

| | |
|----------------------|----------------------------|
| \$ 500,000.00 | Each Accident Limit |
|----------------------|----------------------------|

1.3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

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

| Statutory Amount | Workers' Compensation |
|----------------------|--|
| \$ 500,000.00 | Employer's Liability, Each Accident |
| \$ 500,000.00 | Employer's Liability, Disease - Each Employee |
| \$ 500,000.00 | Employer's Liability, Disease – Policy Limit |

The foregoing requirement will not be applicable if, and so long as, Provider qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Texas and furnishes evidence of such qualification to City in accordance with the notice provisions of this Agreement.

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF SAN ANGELO, TEXAS
AND _____**

RFB VM-08-14

APPROVED AS TO FORM AND
CORRECTNESS:

Lysia H. Bowling, City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

John Seaton, Risk Manager

APPROVED AS TO CONTENT:

Ryan Kramer, Superintendent –
Vehicle Maintenance

6. GENERAL SPECIFICATIONS

6.1. Scope of Work

Work performed will include scheduled preventative maintenance and repairs of City-owned generators, switches, and components.

6.2. List of Duties Performed

The duties to be performed on the equipment are outlined below:

1. Change engine oil and associated filters
2. Change all fuel filters and air filters
3. Change all batteries
4. Test battery static charging system
5. Check coolant
 - a. Inspect level and condition
 - b. Replace if needed
6. Perform general tune up
 - a. Inspect and/or change plugs
 - b. Inspect and/or change wires
7. Inspect and/or replace belts and hoses
8. Inspect transfer switch for quality and function
9. Inspect generator for cleanliness and function
10. Operate unit
 - a. Run unit to operating temperature and verify temperature levels
 - b. Check output
11. Inspect and/or adjust exercise program to perform once (1) per week
12. Perform load test applicable to machine
13. Verify all switches, breakers, and similar devices are positioned to allow system to operate as intended

6.3. Additional Information to be Recorded

In addition to the above listed duties, the following will also be listed on all invoices:

1. Beginning and Ending hours
2. Work performed
3. Actual load test results and a Pass or Fail determination

6.4. Rates and Supplies

Bids shall include regular rates. Contractor is to supply all filters, oil, batteries, and other supplies.

6.5. Frequency and Scheduling

Services will be performed one (1) time per year per machine and scheduled by the contractor. Contractor will contact Vehicle Maintenance for approval before beginning any service or repair.

6.6. Units

The following units are to be serviced under the contract: (Map of City owned Generators included as Attachment A)

| Item | Unit Number | Mfg. | Model Number | Year | Location | Load Req. |
|------|-------------|-------------|--------------------|------|--------------------------|------------|
| 1 | 00500 | Onan | 1200JG-169-19333AA | 1970 | Convention Center | ? |
| 2 | 10846 | Kohler | 80R0Z201 | 1986 | Behind PD | ? |
| 3 | 11135 | Onan | 80DGDB | 1995 | 323 E. Beauregard | ? |
| 4 | 11460 | Onan | 20ES | 1997 | St. Ann | ? |
| 5 | 11461 | Onan | 20ES | 1997 | 4702 Southland | ? |
| 6 | 11479 | Caterpillar | D3306 | 1971 | Coliseum | ? |
| 7 | 11547 | Caterpillar | 3508B | 2000 | 4706 Southland | ? |
| 8 | 11991 | Caterpillar | | 2003 | Terminal Cr. | ? |
| 9 | 11992 | Onan | | 2003 | Hanger Rd., Gate 7A | ? |
| 10 | 18670 | John Deere | 4045DF150 | 2003 | Lone Wolf @WTP | Pump Drive |
| 11 | 18671 | John Deere | 4045DF150 | 2003 | South Concho | Pump Drive |
| 12 | 18677 | John Deere | 6068 | 2003 | Shiloh & 7 th | Pump Drive |
| 13 | 22098 | Caterpillar | 3406 | 2006 | Abilene Tank | ? |
| 14 | 22127 | Kohler | 80RE0ZJB | 2004 | Lake Nasworthy Dam | 80 |
| 15 | 22128 | Kohler | 20RE0ZJB | 2005 | Twin Buttes | 20 |
| 16 | 22213 | Onan | DGDB-496197 | 2003 | Station 8 | ? |
| 17 | 22478 | John Deere | 431PSL62021 | 2012 | City Hall | ? |
| 18 | 22479 | Kohler | 200R0ZD | 2010 | EOC | ? |
| 19 | 22538 | Cummins | DQKAB-7042855 | 2010 | Water Production | ? |
| 20 | 22539 | Cummins | DQKAB-A040C048 | 2010 | Water Production | ? |
| 21 | 22540 | Cummins | | 2010 | Water Reclamation | ? |

6.7. Repair Specifications/Terms

Repairs of City owned Generators, switches and related components shall be on an as needed basis and must be approved by Vehicle Maintenance before any repairs begin. Contractor will report all needed repairs to Vehicle Maintenance

6.8. Invoicing and Payment

Contractor shall invoice the City of San Angelo within ten (10) days of the date of service with an itemized invoice documenting work performed

6.9. Personnel of Contractor

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

6.10. Additional Information

Additionally, as part of the bid evaluation process, please provide:

- The number of electricians currently employed by company.
- A description of your company's qualifications, including licensing.
- A list of four (4) references similar in scope and size.

7. BID SUBMISSION FORMS

- ☐ Bid Sheet (Required)
- ☐ Addendum Acknowledgement (Required)
- ☐ Conflict Of Interest Forms (Required)
- ☐ Local Preference
- ☐ List of References (Required)
- ☐ IRS W-9 (Required)
- ☐ Copies of Certifications (Required)
- ☐ Description of your company's qualifications, including licensing (Required)

7.1. Copies

Please submit

**One (1) signed original of all bid submission forms,
Two (2) copies of all bid submission forms, and
One (1) copy of all bid submission forms in PDF format on CD or USB Flash Drive**

Intentionally Left Blank



Bid Sheet

Print Company Name

Annual Generator Service

Refer to Instructions to Bidders Section and Project Agreement Contract before completing Bid Sheet. Price, quote your best on each item.

| Item | Price per Service | Item | Price per Service | Item | Price per Service |
|------|-------------------|------|-------------------|------|-------------------|
| 1 | | 9 | | 17 | |
| 2 | | 10 | | 18 | |
| 3 | | 11 | | 19 | |
| 4 | | 12 | | 20 | |
| 5 | | 13 | | 21 | |
| 6 | | 14 | | | |
| 7 | | 15 | | | |
| 8 | | 16 | | | |

| | |
|--|-----------------|
| Mileage rate: | Per Mile |
| Labor rate for repairs beyond annual service: | |
| Business Hours: | |
| After Hours: | |
| Current Number of certified technicians** | |
| Address of Nearest Service Center: | |
| List any discounts available (annual pay, etc.): | |
| Vendor Agrees to allow Piggy-Back Procurements Yes_____ No:_____ | |
| | |
| | |
| | |
| Attach a description of your company's qualifications, including licensing. | |

*** Please note this RFB is an Annual Service RFB, and does not obligate the City to any one Contractor for unplanned and/or emergency repairs.**

****As a requirement for the bid evaluation process **please provide copies of any licenses and State of Texas issued certifications.**

By execution and submission of this Bid, the Bidder represents and warrants to City as follows: The Bidder has read and understands the Bid Documents and this bid is made in accordance.

By submitting a Bid, each Bidder agrees to waive any claim it has or may have against the City, and their respective employees arising out of or in connection with the administration, evaluation, recommendation, or any Bid; waiver or any requirements under the Bid Documents, or the Contract Documents, acceptance or rejection of and Bids; and award of Contract.

I certify items bid are in exact accordance with specification, unless noted in bid and that the prices have been arrived at independently, without consultation or agreement with any competitor for the purpose of restricting competition.

I certify that if this offer is accepted within _____ days **(90 days unless otherwise stated)**, after date of opening, to fully comply in strict accordance with the bid invitation, specifications and provisions attached thereto for the amounts shown on this Bid Sheet (s)

Vendor Agrees to allow Piggy-Back Procurements Option:

Governmental Entities utilizing Inter-Governmental Contracts with the City will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result 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.)

Company Name: _____

Authorized Representative Signature: _____

Printed Name: _____

Title: _____ Date: _____



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

Contact Information

Firm Name: _____

Mailing Address: _____

City, State Zip Code: _____

Authorized Signature: _____

Print Name: _____ Date: _____

Tax ID: _____

Payment Terms: _____

Telephone: _____ FAX: _____

Email: _____

Attach IRS Form W-9

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

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Tel: (325) 657-4219 or 657-4220

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 _____ |

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

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Disclosure of Certain Relationships

NOTICE TO VENDORS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at <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 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Bid proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

A handwritten signature in black ink, appearing to read "J. D. Baker".

Division Manager, Purchasing

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
Elizabeth Grindstaff, 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

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

OFFICE USE ONLY

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

Date Received

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.

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 7th 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

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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, on contracts less than \$500,000 and three percent (3%) on contracts over \$500,000.00 the municipality may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects over \$100,000.00, 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 and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
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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).

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. You must also include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

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.

Authorized Representative Signature: _____

Printed Name: _____

Title: _____ Date: _____

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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 bid/proposal.

Company Name

Signature

Printed Name

Title

Address

City, State, Zip Code

Instructions for Certification

1. By signing and submitting this bid/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 bid 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 bid/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 bid 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 Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a 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.



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Vendor References

Please list five (5) government and/or businesses **(other than City of San Angelo)** and/or business similar in scope and size who can verify the quality of service your company provides. References should be of similar size and scope of this bid.

MUST BE RETURNED WITH BID PROPOSAL

REFERENCE ONE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE TWO

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE THREE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE FOUR

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE FIVE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE SIX

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

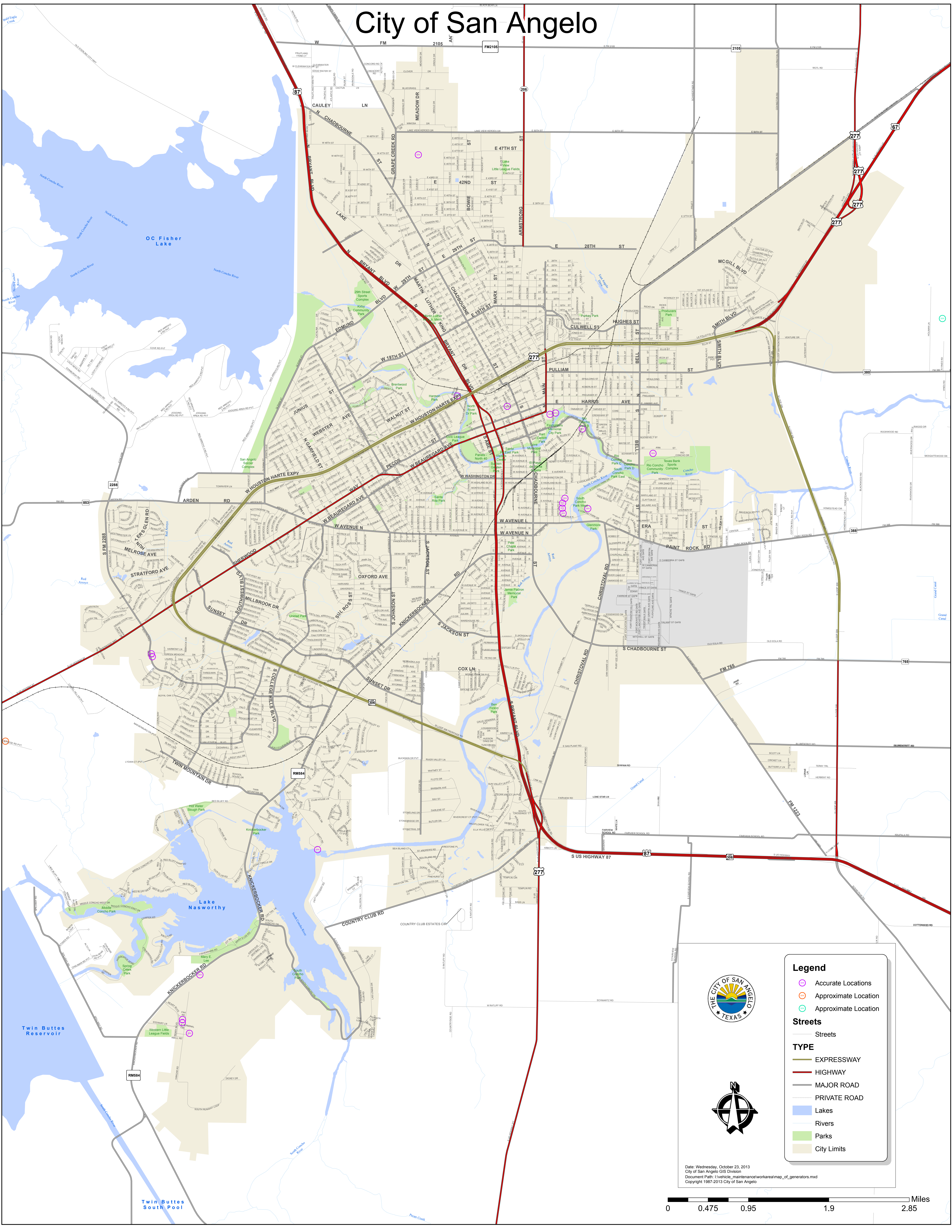
Telephone Number: _____

Scope of Work: _____

Contract Period: _____

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City of San Angelo



Date: Wednesday, October 23, 2013
City of San Angelo GIS Division
Document Path: I:\vehicle_maintenance\workarea\map_of_generators.mxd
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