

CITY OF SAN ANGELO
REQUEST FOR WRITTEN QUOTE

Vehicle Maintenance

Skid Steer Loader

RFWQ No. VM-09-14



City of San Angelo
72 West College Ave.
San Angelo, Texas 76902

SUBMITTAL DEADLINE

No later than June 25, 2014, 2:00 PM, Local Time

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

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1. INVITATION

Scope of Work

The City of San Angelo, Vehicle Maintenance is requesting quotes for one (1) Skid Loader.

Quote documents are available and may be examined without charge in the Purchasing Department, Suite 330, City Hall or on the Purchasing Department's website <http://www.sanangelotexas.us>.

All vendors must be Equal Opportunity Employers. No quote may be withdrawn within a period of 60 days after the date fixed for receiving submittals.

Rejection of Submissions

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

Historically Underutilized Businesses

Disadvantaged and Minority companies are encouraged to participate.

Disqualification

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

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

Confidentiality

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

Award of Contract

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

Acceptance of Proposal Content

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

2. DEADLINE AND DELIVERY LOCATION

Deadline

Sealed proposals must be received and time stamped **on or before June 30,, 2014, 2:00 PM, Local Time.** The clock located in Purchasing will be the official time.

It is the sole responsibility of the submitting party to ensure that their proposal is delivered by the specified deadline regardless of method chosen by the firm for delivery. Late proposals will be rejected.

All Submissions received on time will be opened publicly and will be read aloud. The public is invited to be present.

Copies

Submit one (1) original and one (1) copy of all submission forms and attachments.

Addressing Instructions

All quotes and attachments must be submitted in a sealed envelope. *FAX or Email Quotes will not be accepted*

Addressing Instructions for Sealed Envelope

- Top Left Hand Corner of Envelop: Business Name & Address
- Bottom Left Hand Corner: "RFWQ NO.VM-09-14 / Skid Loader
- Place sealed envelope in a separate delivery envelope/container if using a delivery service.

USPS Mailing Address

Purchasing Department, VM-13-13
City of San Angelo
72 West College Avenue
San Angelo, Texas 76903

Addressing Instructions for Delivery Envelope

If using a delivery service, e.g., FedEx, UPS, etc., place the sealed envelope in a delivery envelope/container and address the delivery envelop as reflected below.

Service Delivery Address

Purchasing Department, Suite 330
VM-09-14 / Skid Loader
City of San Angelo
72 West College Avenue
San Angelo, Texas 76903

Please ensure that the Delivery Envelope states, "Sealed Bid Enclosed."

Email Instructions

In lieu of US Mail or Delivery Services, a respondent may complete all requested forms, scan the quote form and required all required other required attachments in PDF format and email them to sapurch@cosatx.us

Note: The respondent assumes all responsibility for ensuring that the quote arrive by the submission deadline. The City assumes no responsibility for internet congestion, outages, etc.

Points Of Contact

Roger Banks, Division Manager Purchasing Division City of San Angelo 72 West College Avenue San Angelo, Texas 76903 Email: sapurch@sanangelotexas.us Telephone: (325) 657-4220	Ryan Kramer, Equipment Maint. Supt. Vehicle Maintenance Department City of San Angelo 1727 Saint Ann Street San Angelo Texas, 76905 Email: ryan.kramer@cosatx.us Telephone: (325) 657-4329
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3. SUBMISSION INSTRUCTIONS

Examination of Documents

Before submitting a quote, examine the Invitation, Instructions, Insurance Requirements, Scope of Work and Specifications. Any addendums regarding will be posted on the City's website. FAILURE to do so will be at the Offerors' risk.

Proposal/Bid Interpretation

Any inquiries regarding the meaning or interpretation of the invitation, drawings, specifications, etc. must be requested in writing and received prior to the deadline to the Purchasing Department, Cit of San Angelo, 72 West College Avenue,, San Angelo, TX 76903 or emailed to roger.banks@suddenlink.net to allow sufficient time for evaluation and reply. The RFWQ must appear on all correspondence, inquiries, etc. or in the subject line of the email. 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.

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.

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.

Materials

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

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. Written amendments or addendums shall be considered a part of the contract documents. The City will not be responsible for the authenticity or correctness of oral interpretation of the documents or for information obtained in any other manner than through the written amendments or addendums. It is the responsibility of the Proposer to ensure that all addendums issued have been reviewed prior to bidding.

Compliance with Scope Of Services And Right Of Selection

The Proposers shall abide by and comply with the true intent of the scope of services and not take advantage of any unintentional error or omission.

Bid Items

Pricing is be submitted on each item and total extended.

Taxes

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

Authorized Signature

Submissions must show vendor name, address, and be manually signed in ink. 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.

Best And Final Offer

The City reserves the right to request "Best and Final Offers".

Prices

Proposer is to quote its lowest and best price. Pricing shall be entered on the Bid Sheet in ink or typewritten with each price extended. In the event of a pricing error, the unit price will prevail.

Evaluation Factors

The City will award purchase orders and/or contracts that represents the best value to the City. The City does not restrict awards to the only lowest price. In determining the most advantageous proposal the following factors below may be considered:

- the purchase price;
- the reputation of the Proposer and of the Proposer's goods or services;
- the quality of the Proposer's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the Proposer's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the Proposer's goods or services; and
- any relevant criteria specifically listed in the Request.

Partial Award

Proposers may furnish pricing for all or any portion of this Invitation. UNLESS Proposer specifies otherwise in his bid, the City may award contracts for any item or group of items listed to one or more Proposers.

Reservations

The city expressly reserves the right to accept, reject, or cancel all Submissions AND:

- A. Waive any defect, irregularity, or informality in any bid or bidding procedure.
- B. Extend the bid closing time and date.
- C. Reissue an invitation or proposal.
- D. Procure any item by other means;
- E. Increase or decrease the quantity specified, unless the Proposer specifies otherwise.
- F. Waive as an informality, minor deviations from specifications at a lower price than the low quote meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and overall function is improved or not impaired;
- G. Consider and accept an alternate quote as provided herein when most advantageous to the City.
- H. Extend any contract when most advantageous to the City.

Qualification of Proposers

The City reserves the right to reject any quote if the evidence submitted by, or investigation of such quote fails to satisfy the City that such Proposer is properly qualified to carry out the obligation of the contract, to

complete the Work contemplated herein or in the event of vendor collusion. Conditional Submissions will not be accepted.

Qualifying Submittals

Any special conditions or qualification concerning price, delivery, etc. of times proposed must be included in the response.

Acceptance

Acceptance of quotes 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

Invoices & Payments

Invoices

Submit separate invoices, in duplicate, on each purchase order after each delivery.

- No order is to be taken without a Purchase Order. Failure to obtain a Purchase Order will be at the risk of the Vendor.
- **Invoices shall indicate the purchase order number.**
- All Invoices shall be itemized listing labor material, parts and they shall list transportation charges, if any, separately.
- A copy of the bill of lading, and the freight waybill when applicable, must be attached to the invoice.

Payment shall not be due until the above instruments are submitted after delivery. Mail to:

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

Availability of Funds

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 Contractor by City.

Gratuities

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by City that gratuities, were offered from an agent or representative of the Contractor 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 Contractor in providing such gratuities.

Selling Agencies

The Contractor 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 Contractor 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.

Warranty-Product

Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract void at the option of the City. Contractor warrants that the goods furnished will conform to the specifications, drawings, descriptions and the specifications shall govern. All operating instructions, manuals maintenance recommendations pertaining to the equipment shall be submitted at the time of deliver.

Safety Warranty

Contractor warrants that the services 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 Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

Right Of Inspection

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

Termination

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

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.

Assignment-Delegation

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

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.

Modifications

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

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.

Applicable Law

This agreement shall be governed by the laws of the State of Texas.

Advertising

Contractor 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.

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.

Equal Employment Opportunity

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

- A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
- B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor 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 Contractor 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.

Conflict Of Interest

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

Legal Venue

San Angelo, Tom Green County, Texas

Terms of Contract

The term of this agreement shall be for a period of one (1) year from the date of its execution.

Funds – Price

The company submitting the quote with the best value 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.

Copies Of Quote Tabulation Results

For a copy of the Quote Tabulation results, send a self-addressed stamped envelope to: Purchasing Department, City of San Angelo, 72 West College Ave, San Angelo, Texas 76903 or email saspurch@sanangelotexas.us. Please ensure the bid number appears on the subject line.

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5. Specifications-Skid Steer Loader

Skid Steer Loader Compliance Worksheet

Item	Skid Steer Loader DESCRIPTION	YES	NO
	New and Unused Skid Steer Loader		
	WORKING RANGE		
	Dump Height: 100.0" minimum		
	Dump Reach: 30" minimum		
	Trailing Height: 90" maximum		
	Wheelbase: 55" maximum		
	PERFORMANCE		
	Rated Operating Capacity: 3000 lbs minimum		
	Tipping Load: 6000 lbs minimum		
	Operating Weight: 8200 lbs minimum		
	Lift Breakout Force: 4900 lb minimum		
	Tilt Breakout Force: 7400 lb minimum		
	84" Wide Bucket		
	ENGINE		
	Horsepower: 90 hp net minimum		
	Engine: 4 Cylinder Diesel; Tier III Emission Compliant minimum		
	Glow Plugs		
	Overhead Air Intake w/ Replaceable Cartridge		
	Battery: 12 volt, 600 cca minimum		
	Alternator: 55 amp minimum		
	DRIVE SYSTEM		
	Fully Hydrostatic Four-Wheel Drive		
	Final Drive: Chain driven		
	Tires: Standard - 10 ply minimum		
	Two Speed Transmission		
	HYDRAULICS		
	Pump Type w/ 23 gpm minimum		
	Variable Flow and Maximum Flow Auxiliary Hydraulics		
	Double-Acting Cylinders. Cushioning feature on dump cylinders		
	Dual Lift Cylinders		
	Dual Bucket Cylinders		
	Straight Vertical Lift		
	Hydraulic Oil Cooler Installed		
	Hydraulic Quick Couplers w/ Pressure Release		
	CONTROL / CAB FEATURES		
	Fully Enclosed Cab w/ Air Conditioning		
	Parking Brake		
	Joystick Controls w/ ISO and H-Pattern Options controlling drive, lift, tilt, and auxiliary hydraulics		

Item	Skid Steer Loader		
	DESCRIPTION	YES	NO
	Hand Lever and Foot Accelerator Pedal for Engine Speed Control		
	Quick Connect Accessory Attachment		
	In-Cab Hydraulic Pin Control for Accessory Attachment		
	Air Filter Restriction Indicator		
	Bucket Return to Level Control Function		
	SAFETY FEATURES		
	Side Screens, ROPS, FOPS installed		
	Backup Alarm		
	Horn		
	Boom Safety Stop for Service		
	Front and Rear Work Lights		
	Operator Presence Sensors		
	Automatic Shutdown		
	OPTIONS		
	Operation, Parts, and Service Manuals		
	5 Year, Unlimited Hour Warranty		

Must be returned with Written Quote



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

6. Submittal Forms

Please attach the following forms to your written quote:

- Quote Form **(Required)**
- Specification Compliance Worksheet(s) **(Required)**
- Conflict of Interest form **(Required)**
- Debarment and Suspension Form **(Required)**
- IRS W-9 Form **(Required)**



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

Company Name: _____

Quote Sheet-Skid Steer Loader

MUST BE RETURNED WITH WRITTEN QUOTE

Prices quoted must be the lowest price for each item. Pricing is to be submitted on each item and total extended

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

Make and Model Quoted:

Item	Description	Estimated Quantity	Unit Price	Extended Price
1	New and Unused Skid Steer Loader	1	\$	\$
2	Make and Model Quoted:			
Options				
3	Operation, Parts, and Service Manuals	1		
4	5 Year, Unlimited Hour Warranty	1		
Total Quote				

- **Delivery:** _____ Calendar Days subsequent to Receipt of valid Purchase Order.
- **Is your business registered as Historically Underutilized Business with the State of Texas?**

Yes _____ No: _____

- **Are these prices based on a purchasing cooperative contract?**

Yes _____ No: _____

- **If Yes: Name of Cooperative;** _____ **Contract No:** _____

- **Payment Terms/Discount (if any):** _____

By submitting a quote, each Offeror 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 evaluation, award or execution.

I certify items quoted are in exact accordance with specification, unless noted and furthermore that this certify that prices in this quote have been arrived at independently, without consultation or agreement with any competitor for restricting competition.

Signature page follows

Authorized Signature/Contact Information

Firm Name: _____

Mailing Address: _____

City, State Zip Code: _____

Authorized Signature: _____

Print Name: _____ **Date:** _____

Payment Terms: _____

Telephone: _____ **FAX:** _____

Email: _____

Submissions that are not signed and dated or that do not comply with all of requirements herein, may be considered non-responsive and may be rejected.

Attach IRS W-9



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/confliict forms.htm>.

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://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 Proposals, Request for Submissions, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Roger S. Banks
Purchasing, Division Manager

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

MUST BE RETURNED WITH QUOTE

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

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.

Business Name: _____

Authorized Representative Signature: _____

Printed Name: _____

Title: _____ Date: _____

MUST BE RETURNED WITH QUOTE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective participant shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective participant agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment And Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.