

REQUEST FOR PROPOSAL CITY OF SAN ANGELO

San Angelo Regional Airport Lease/Operation of Vacant Hangar

RFP No.: AP-01-14



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

RFP SUBMITTAL DEADLINE
November 7, 2014, 2:00 P.M. Local Time

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CITY OF SAN ANGELO

PURCHASING DIVISION

72 West College Ave, San Angelo, Texas 76902

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

INTRODUCTION

The City seeks proposals from experienced persons who demonstrate the ability and capacity for the lease and operation of a vacant hangar contributing to economic vitality of the San Angelo Regional Airport and providing adequate amenities for its users. The Hangar has 2 levels and is approximately 44,121 Sq .Ft. consisting of:

- A. Hangar total (ground level) - 34,895 Sq.Ft. (approximate)
- B. W side hangar office area (ground level) - 4364 Sq.Ft. (approximate)
- C. W side hangar office area (2nd level) - 4364 Sq.Ft. (approximate)
- D. E side hangar office area (ground level) - 4862 Sq.Ft. (approximate)
- E. E side hangar office area (2nd level) - 4862 Sq.Ft. (approximate)

Disqualification

Disqualification may occur for any of the following reasons:

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

Confidentiality

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

Document Availability

Proposals documents are available and may be examined or obtained without charge in the Purchasing Department, Suite 330, City Hall, San Angelo, Texas. The Request for Proposal is also available at <http://www.cosatx.us>. The proposal documents may be found by following the link:

City Departments >Purchasing >RFP Information >RFP Opportunities>RFP: AP-01-14

Digital Format

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

Restriction of Communication

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

1. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed until **October 29, 2014, 12:00 PM, Local Time**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Roger Banks, Purchasing Division Manager
Email: sapurch@cosatx.us

Please ensure the RFP Number and Title is in the Subject Line.

Questions submitted and the City's responses will be posted in the form of an Addendum to the City's web site at www.sanangelotexas.us. Respondent is responsible for calling the City to determine if any addendums have been issued prior to their submittal.

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

Interpretations

All questions about the meaning or intent of this RFP, including specifications shall be submitted to the Purchasing Division via email sapurch@cosatx.us or in writing. **Please include the RFP Number and Title in the subject line.** Questions received less than ten (10) days prior to the submission deadline will not be answered.

Replies will be issued by Addenda and posted on the City's website. Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

Addenda

Should RFP documents or specifications be revised prior to the deadline for submittals, the City's Purchasing Division will issue an addendum addressing the nature of the change. Respondents must review all addendums and complete, sign and include the Addendum Acknowledgement form with their RFP.

Addenda will be posted on the City's website as they are issued. Respondent is responsible for contacting the City or checking the City's website to determine if any addendums have been issued prior to submitting a RFP. It is the Respondents' responsibility to ensure all addendums have been considered prior to Responding.

Award of Contract

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

The City will select the most highly qualified respondent(s) of the requested services based on demonstrated competence and qualifications and then attempt to negotiate with respondent(s) a contract(s) at a fair and reasonable price.

Acceptance of Proposal Content

Before submitting a proposal, each Respondent 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 Respondent receives an offer because of its proposal, failure to have made such investigation and examinations will in no way relieve the Respondent from its obligation to comply in every detail with all provisions and requirements.

Equal Employment Opportunity

Attention of Respondents to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color religion, sex, national origin, age, or disability.

Proposal Term

Proposal shall be in effect for at least 120 days from the submission date.

Points of Contact**Roger Banks, Division Manager**

Purchasing Department
City of San Angelo
72 West College Avenue, Suite 330.
San Angelo Texas, 76903
Email: roger.banks@sanangelotexas.us
Telephone: (325) 657-4220

Luis Elguezabal, A.A.E., Airport Director

San Angelo Regional Airport
City of San Angelo
8618 Terminal Circle, Suite-101
San Angelo Texas, 76904
Email: luis.elguezabal@cosatx.us
Telephone (325)659-6409

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PURCHASING DIVISION

72 West College Ave, San Angelo, Texas 76902

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DEADLINE AND DELIVERY LOCATION

Deadline

Sealed submittals must be received and time stamped by **November 7, 2014, 2:00 P.M.**, Local Time. The clock located in Purchasing will be the official time.

Faxed or electronically transmitted RFP submittals will not be accepted

It is the sole responsibility of the respondent to ensure that the sealed RFP submittal arrives at the above location by specified deadline regardless of method chosen by the respondent for delivery.

Copies

Please submit One (1) original, five (5) copies and one (1) copy in PDF format on CD or USB flash drive of all proposal documents, including questionnaire.

Sealed Container Addressing

- Lower Left Hand Corner: *"RFP: AP-01-14/Lease/Operation of Vacant Hangar"*
- Top Left Hand Corner: *Enter your company name and address.*

Delivery Addresses

USPS: Purchasing Department
RFP: AP-01-14/ Lease/Operation of Vacant Hangar
City of San Angelo
72 West College Avenue
San Angelo, Texas 76903

Delivery Services (FedEx, UPS, etc): Purchasing Department
RFP: AP-01-14/ Lease/Operation of Vacant Hangar
City of San Angelo
72 West College Avenue, Suite 330
San Angelo, Texas 76903

Please ensure the delivery envelope/container is marked, "RFP Enclosed".

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SCOPE OF SERVICES REQUESTED

General Specifications

At a minimum a Proposal must include the following elements. A Proposal that does not address or that inadequately addresses, the following elements will be deemed non-responsive, and not considered.

Description Of The Services

- Type and number of aircraft that will be based or serviced.
- Type of services to be performed.
- Number of persons employed at the subject property.
- Proposed days and times for operations including a proposed holiday schedule.
- A description of the amenities and services that will distinguish the business operation from others.
- Provide unusual or unique aspects of the business operations, if any, which the City of San Angelo and the Airport Director should be made aware of and consider in advance (i.e. noise, chemical, security, accessibility, environmental, etc.).
- Special support or safety requirements that would be required or sought from the City of San Angelo or Airport Management.
- Disclose any environmentally sensitive products, materials or activities that will need to be handled, sold, transported, or otherwise used or associated with the business. What permits, licenses, certifications or other qualifications does the applicant have in this capacity?

Description of Experience or Background

- A brief description of the applicant's background and the division or operation that will occupy the Leased Premises.
- A short resume with the names, mailing addresses, e-mail addresses and telephone numbers of each of the owners, company officers and key personnel.
- A statement of applicant's qualifications to undertake a project of this caliber.
- A Short resume of the business manager (if different from that given above) Including this person's experience and background in managing a business of this nature.
- Amounts and types of insurance coverage to be maintained (cannot be less than the minimum coverage required in the San Angelo Regional Airport Minimum Standards).

Lease Terms

The lease will be drafted by the City Attorney's Office. If Proposer objects to any of the lease terms described in this RFP, it must take written exception in the Proposal, or such objections shall be deemed to be waived. Please note that taking exception to lease terms may affect the viability of the Proposal.

Cancellation Agreement

The City of San Angelo reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of San Angelo.

In addition to all other legal remedies available to the City of San Angelo, the City of San Angelo reserves the right to cancel and obtain from another source, any items which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by the City of San Angelo.



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INSURANCE REQUIREMENTS

The following insurance requirements are an example of the City's typical insurance requirements. The final requirements will be completed during the negotiations process. For more specific information, please contact **John Seaton, Risk Manager at (325) 657-4359**.

1. INSURANCE.

1.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Tenant for the purpose of complying with this Lease.

1.1.1 Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

1.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Tenant, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

1.1.3 Waiver of Subrogation. Tenant 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. Landlord shall waive all claims against Tenant for damages covered normally by Fire and Casualty damage insurance with standard extended coverage.

1.1.4 Certificates of Insurance. At or before the time of execution of this Lease, Tenant shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Tenant and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Copies of required endorsements will be attached to the certificates to confirm the required endorsements are in effect. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 West College or P.O. Box 1751, San Angelo, Texas 76903.

1.1.5 Tenant's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Tenant's liability or as a full performance on its part of the indemnification provisions of this Lease. Tenant'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 Tenant to maintain adequate coverage shall not relieve Tenant of any contractual responsibility or obligation.

1.1.6 Sub lessees' Insurance. Tenant shall cause each Sub lessee of Tenant to purchase and maintain insurance of the types and in the amounts specified below. Tenant shall require Sub lessees to furnish copies of certificates of insurance to Landlord's Risk Management Department evidencing coverage for each Sub lessee.

1.2 Types and Amounts of Insurance Required. Tenant shall obtain and continuously maintain in effect at all times during the term hereof, at Tenant's sole expense, insurance coverages on a primary basis, non-contributory with any other insurance coverage, as follows with limits not less than those set forth below:

1.2.1 Commercial General Liability (CGL), Hangar Keeper, or equivalent Aviation Liability. This policy shall be an occurrence-type policy and shall protect the Tenant and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Tenant's employees) and damage to property of

the City or others arising out of the act or omission of the Tenant or its agents and employees. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under the Lease or liability arising from pollution, explosion, collapse, underground property damage, or damage to the premises or improvements. This policy shall also include protection against claims for the contractual liability assumed by Tenant under the parts of this Lease entitled "Indemnification" and "Environmental Indemnification", including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, Premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage shall not be less than:

\$ 1,000,000.00 General Aggregate
\$ 500,000.00 Products- Completed Operations Aggregate
\$ 500,000.00 Personal & Advertising Injury
\$ 500,000.00 Each Occurrence
\$ 100,000.00 Fire Damage (any one fire)

1.2.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Tenant 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 Combined Single Limit

~~1.2.3 Comprehensive Aircraft Liability. This policy shall be an occurrence type policy, written in comprehensive form and shall protect Tenant and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Tenant's employees) and damage to property of Landlord or others arising out of the act or omission of the Tenant or Tenant's agents and employees. This policy shall also include protection against claims normally insured by personal injury liability coverage and claims pertaining to: the contractual liability assumed by Tenant under the paragraph of this Lease entitled "Indemnification", completed operations, products liability, contractual liability, leased premises/operations, and independent contractors and shall include broad form property coverage. Coverage shall remain in force for two years after termination of this Lease and shall be as follows:~~

~~\$ 500,000.00 Each Passenger
\$2,000,000.00 Each Occurrence~~

1.2.4 Workers' Compensation and Employer's Liability. If Tenant hires any employees, Tenant shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Tenant against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claims 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 - Policy Limit
\$ 500,000.00	Employer's Liability, Disease – Each Employee

The foregoing requirement will not be applicable if, and so long as, Tenant 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 Landlord in accordance with the notice provisions of this Lease.

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

1.2.5 Environmental Liability. This insurance shall be maintained in force for the full period of this Contract and cover losses caused by pollution conditions including, but not limited to, any spill, underground pollution or any other environmental impairment. It shall apply to bodily injury; (including death) property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; including, but not limited to, any costs required under CERCLA; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If coverage is written on a claims made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the Contract has expired. Coverage shall not be less than:

\$1,000,000.00 per loss

\$2,000,000.00 Annual aggregate

2. INDEMNIFICATION.

2.1 GENERAL INDEMNIFICATION. TENANT AGREES TO INDEMNIFY, DEFEND, REIMBURSE AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF TENANT OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF TENANT, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF TENANT AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS LEASE OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY TENANT HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS LEASE AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE TENANT TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.-

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PROPOSAL FORMAT

Proposals shall be submitted in the following format with each element requested and/or form furnished as specified to facilitate evaluation of the proposals. The detailed requirements in this RFP are **mandatory**.

Proposers are required to submit a complete RFP that satisfies all requirements. Each RFP is required to address, with a written response, each requirement in all sections of the RFP and in the same format and sequence as the details presented herein. To facilitate evaluation, all submittals must be submitted in the uniform format. All submittals **must** follow the prescribed format and shall include completed forms which are attached to this RFP. Failure to follow the required format or complete the required forms may result in submittals being rejected and removed from consideration.

City of San Angelo will not participate in any cost the Respondent may incur in the preparation and submission of a proposal. The City will not be liable in any manner with regard to this RFP and the Respondent's response to it.

FAILURE TO ADHERE TO THE REQUIRED FORMAT MAY BE CAUSE FOR REJECTION OF PROPOSAL.

Proposal Format Instructions

- A. Please submit One (1) original, five (5) copies and one (1) copy in PDF format on CD or USB flash drive of all proposal documents.
- B. Proposal should be submitted in a three-ring binder or report cover and tabbed.
- C. Each response should be organized in a fashion as outlined below with sections labeled (not numbered):

Tab 1-Table of Contents

Tab 2 - Executive Summary

- Executive Summary
- Completed RFP Letter of Interest

Tab 3 - Description of Services

- Type and number of aircraft that will be based or serviced.
- Type of services to be performed.
- Number of persons employed at the subject property.
- Proposed days and times for operations including a proposed holiday schedule.
- A description of the amenities and services that will distinguish the business operation from others.
- Provide unusual or unique aspects of the business operations, if any, which the City of San Angelo and the Airport Director should be made aware of and consider in advance (i.e. noise, chemical, security, accessibility, environmental, etc.).
- Special support or safety requirements that would be required or sought from the City of San Angelo or Airport Management.

- Disclose any environmentally sensitive products, materials or activities that will need to be handled, sold, transported, or otherwise used or associated with the business. What permits, licenses, certifications or other qualifications does the applicant have in this capacity?

Tab 4 - Description of experience or background

- A brief description of the applicant's background and the division or operation that will occupy the Leased Premises.
- A short resume with the names, mailing addresses, e-mail addresses and telephone numbers of each of the owners, company officers and key personnel.
- A statement of applicant's qualifications to undertake a project of this caliber.
- A Short resume of the business manager (if different from that given above) including this person's experience and background in managing a business of this nature.
- Amounts and types of insurance coverage to be maintained (cannot be less than the minimum coverage required in the San Angelo Regional Airport Minimum Standards).

Tab 5 - Compensation

Offeror will submit the basic terms of their financial offer which shall include a minimum of the offeror's monthly rent and term of lease. It should also be noted that the building is offered in its current condition or "as is" and any necessary repairs to bring building up to current city code will be at the offeror's expense. All of the terms and conditions must coincide with the airport's approved schedule of rates and charges.

Tab 6 - Financial Condition & Resources

Offeror will submit documents of verification of financial competence. Also, submit disclosure of any pending criminal or civil actions, liens and criminal records. Darlington County reserves the right to audit or to appoint a competent representative to audit the books, records and documents of all Offerors in order to verify Offeror's financial condition and resources. Financial documents to be provided by the Offeror shall include a statement from a bank, credit card company, or other lending institution which attests to the Offeror's financial responsibility and that the Offeror currently has the ability to successfully finance, insure the operation as required by the Lease Agreement, supply, maintain and operate a Hangar Facility as proposed by the Offeror.

Tab 7 – Professional References

The Offeror will submit the contact information for a minimum of three (3) professional references including at least; one (1) from a current or prior aviation vendor or supplier, one (1) from a current or prior commercial landlord, and one (1) from a current or prior banker/lending institution. The contact information for each reference shall include the reference's name, professional title, mailing address, telephone and facsimile numbers, and e-mail address. References may be contacted by telephone, facsimile, mail, express delivery, or email. It is the Offeror's responsibility to ensure that accurate and timely contact information is included in Offeror's proposal and that Offeror's references respond promptly to requests for information.

Tab 8 Contract

- Submit an example of your standard contract

Tab 9 Submission Forms

- Addendum Acknowledgement
- Conflict Of Interest form (if applicable)
- Completed Debarment and Suspension Certificate

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SELECTION PROCESS

Selection Committee

All submittals shall be evaluated by a selection committee and those applicants selected for the short list may be invited to attend an interview, at the applicants own expense. The selection committee will consist of the following individuals:

1. Luis Elguezabal, A.A.E., Airport Director
2. Roland Pena, Economic Development Director
3. Michael Dane, Assistant City Manager/CFO

Criteria

The selection committee shall evaluate all proposals that are submitted. Selection ratings will be based on 100 point scale. Ranking will be as reflected below:

Services Offered	30 Points
Demonstrated Ability	40 Points
Thoroughness of proposal and services.....	30 Points

Respondents are advised that the City reserves the right to evaluate and rank the proposals without input from the respondents. Therefore, proposals should be complete as initially submitted. However, if you are selected for an interview, you will be expected to present not only your proposal, but also your approach.

Selection, Negotiations & Award

- A. City staff shall make a recommendation to City Council of the selection of the most qualified respondent to enter into contract negotiations with the City.
- B. The selected respondent shall enter into negotiations with the City for the services to be performed.
- C. If satisfactory negotiations cannot be concluded, the City reserves the right to negotiate with the next highest-ranking respondent.
- D. When services and fees are agreed upon, the selected respondent shall be offered a contract subject to City Council approval.
- E. Should negotiations be unsuccessful, the City may enter into negotiations with the next, highest ranked respondent until an agreement for services and fees are reached. The City retains the right to end the process at any time.
- F. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the interviews. The City reserves the right to accept or reject all or part of proposals.

ATTACHMENTS

- A. Survey of Property
- B. Photos of Property

SUBMISSION FORMS

- RFP Letter Of Interest
- Addendum Acknowledgement
- Conflict Of Interest form
- Debarment and Suspension Certificate



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Letter of Interest

The undersigned firm submits the following information in response to Request for Proposal (as amended by Addenda), issued by the City of San Angelo, Texas ("City").

- Respondent is responsible for calling the Purchasing Division or checking the City's website to determine if any addendums have been issued prior to submitting a proposal.
- Respondent also understands that the City is not bound to select any proposals for the final pre-qualified list and may reject any RFP submittal that the City receives.
- Respondent further understands that all costs and expenses incurred by it in preparing this RFP and participating in this process will be borne solely by the respondent, and that the RFP submittal materials will become the property of the City and will not be returned.
- Respondent agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFP and accepts all terms of the RFP submittal process by signing this letter of interest and making the RFP submittal.
- The respondent certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State departments or agencies.
- Respondent agrees that any offer submitted because of this RFP shall be binding on the Respondent for 120 calendar days following the specified opening date. Any proposal for which the respondent specifies a shorter acceptance period may be rejected.

This RFP shall be governed by and construed in all respects according to the laws of the State of Texas.

Company

Authorized Signature

Printed Name & Title

Address

City, State Zip Code

Date

THIS FORM MUST BE RETURNED WITH PROPOSAL

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Addendum Acknowledgement

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

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

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

THIS FORM MUST BE RETURNED WITH PROPOSAL

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CITY OF SAN ANGELO

PURCHASING DIVISION

72 West College Ave, San Angelo, Texas 76902

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

NOTICE TO VENDORS

Disclosure of Certain Relationships

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 to comply with this law, are available 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 Corporations officers is available in the office of the City of San Angelo City Clerk's office located in 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 no later than the seventh (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 RFPs, 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 "Roger S. Banks".

Roger S. Banks
Division Manager

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

Signature of person doing business with the governmental entity

Date

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised 8/6/13)

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

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

Councilmembers:

- Rodney Fleming, SMD 1
- Marty Self, SMD 2
- Johnny Silvas, SMD 3
- Don Vardeman, SMD 4
- Elizabeth Grindstaff, SMD5
- Charlotte Farmer, SMD 6 (Mayor Pro-Tempore)

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

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

Executive Director: Roland Peña



CITY OF SAN ANGELO

PURCHASING DIVISION

72 West College Ave, San Angelo, Texas 76902

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

Debarment and Suspension Certification

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

Company

Signature

Printed Name & Title

Address

City, State Zip Code

Date

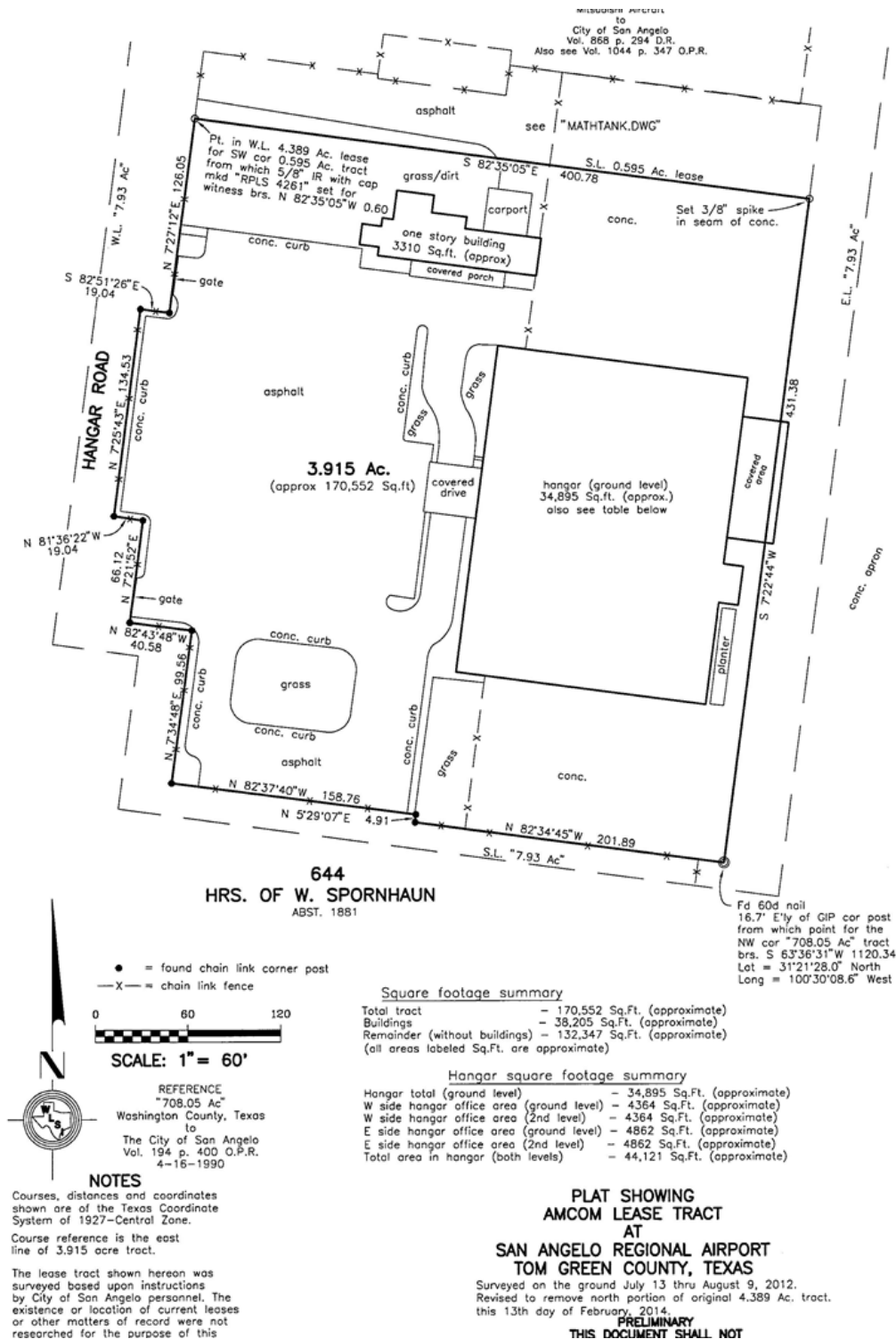
THIS FORM MUST BE RETURNED WITH PROPOSAL

Debarment and Suspension Certification

INSTRUCTIONS

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 because 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.

Survey of Property



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Photos of Property





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