

# CITY OF SAN ANGELO REQUEST FOR BIDS

## Vehicle Maintenance Haul Trailer

RFB No.: VM-16-14



City of San Angelo  
72 West College Ave.  
San Angelo, Texas 76903

**SUBMITTAL DEADLINE**  
No later than November 19, 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

### General

The Vehicle Maintenance Division of the City of San Angelo is requesting written bids for one (1) Non Ground Bearing – Removable Gooseneck Haul Trailer.

### Document Availability

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

- City Departments > Purchasing > Bid Opportunities > RFB: VM-16-14/Haul Trailer

### Digital Format

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

### Rejection of Submissions

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

### Historically Underutilized Businesses

Disadvantaged and Minority companies are encouraged to participate.

### Disqualification

The bids 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 bids 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 bids, 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, **November 19, 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 the sealed RFB submittal arrives at the above location by the specified deadline regardless of method chosen by the firm for delivery.*

### Copies

Submit one (1) original, one (1) copies and (1) electronic copy on CD or USB Flash Drive in PDF format of all submission forms and attachments.

### Addressing Instructions

All bids and attachments must be submitted in as sealed envelope.

#### Addressing Instructions for Sealed Envelope

- Top Left Hand Corner of Envelop: Business Name & Address
- Bottom Left Hand Corner: "RFB NO. VM-16-14/Haul Trailer"
- Place sealed envelope in a separate delivery envelope/container if using a delivery service.

#### USPS Mailing Address

Purchasing Division, VM-16-14  
City of San Angelo  
72 West College Ave.  
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 Division, Suite 330  
VM-16-14/Haul Trailer  
City of San Angelo  
72 West College Ave.  
San Angelo, Texas 76903

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

### Points of Contact

#### Roger S. Banks, Division Manager

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

#### Ryan Kramer

Vehicle Maintenance  
City of San Angelo  
1727 Saint Ann St  
San Angelo , TX 76905  
Email: ryan.kramer@cosatx.us

### **3. SUBMISSION INSTRUCTIONS**

#### **Examination of Documents**

Before submitting a bid, 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 seven (7) days prior to the deadline to the Purchasing Department, City of San Angelo, 72 West College Avenue, San Angelo, TX 76903 or emailed to [sapurch@cosatx.us](mailto:sapurch@cosatx.us) to allow sufficient time for evaluation and reply. The RFB Number/Title 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. The intention is to set a definite standard, style, and/or function. Bids must meet or exceed the minimum or maximum specifications. If not submitting the brand(s) specified, you must include specifications/data sheets for each product submitted.

#### **Materials**

All materials and equipment supplied resulting from this 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.

#### **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.

#### **Product Items**

Pricing is to be submitted on each item and total extended. In the case of an error in calculation, the Unit Price shall prevail.

#### **Taxes**

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

#### **Authorized Signature**

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

## **Modification or Withdrawal of Submissions**

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

## **Prices**

Proposer is to bid its lowest and best price. Price must be firm and remain firm, unless otherwise noted in the Request, during the life of the contract. However if a Proposer believes it necessary to base its price on price adjustment, such a proposal may be considered, but only as an alternate bid. Pricing shall be entered on the Price Proposal from in ink or typewritten.

## **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.

City reserves the right to extend any contract when most advantageous to the City.

## **Partial Award**

Proposers may furnish pricing for all or any portion of this Invitation. UNLESS Proposer specifies otherwise in his proposal, 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 the procurement procedure.
- B. Extend the 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 bid meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and overall function is improved or not impaired;
- G. Consider and accept an alternate bid as provided herein when most advantageous to the City.
- H. Extend any contract when most advantageous to the City.

## **Submission of Bids**

Bids are to be returned by the closing time and date stated in the Deadlines and Delivery Options section.



### **Closing Time & Date**

All bids must be returned in sufficient time to be received in the Purchasing Division on or before the advertised closing time and date. All Submissions received on time will be opened publicly and will be read aloud. The public is invited to be present.

### **Late Submittals**

Submissions received after the closing time and date regardless of the mode of delivery will be considered non-responsive.

### **Qualification of Proposers**

The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bid fails to satisfy the City that such Proposer is properly qualified to carry out the obligation of the contract and to complete the Work contemplated herein. 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 bids 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**

### **Acceptance of Orders**

No orders shall be accepted by the vendor without a valid purchase order or credit card number.

### **Invoices & Payments**

#### **Invoices**

Submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order number and the supply agreement number applicable. All Invoices shall reflect the Purchase Order Number, 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  
1727 Saint Ann St.  
San Angelo, Texas 76905**

### **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 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 affected 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**

Vendor 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 Division 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 but shall at no time exceed \$50,000.00

### **Funds – Price**

The company submitting the bid 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 Bid Tabulation Results**

For a copy of the Bid Tabulation results, send a self-addressed stamped envelope to: Purchasing Division, City of San Angelo, 72 West College Ave, San Angelo, Texas 76903 or email [sapurch@cosatx.us](mailto:sapurch@cosatx.us). Please ensure VM-16-14/Haul Trailer appears on the subject line

## **5. Submittal Forms**

Please attach the following forms to your submittals:

- ☐ Specification Compliance Worksheet and Price Proposal **(Required)**
- ☐ Conflict of Interest form **(Required)**
- ☐ Local Preference Form (if applicable)
- ☐ Debarment and Suspension Form **(Required)**
- ☐ IRS W-9 Form **(Required)**

### **Copies**

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



**Specification Worksheet & Price Proposal Form**  
**Haul Trailer**

Prices proposed should be the lowest price for each item. Pricing is to be submitted on each item and total extended. **Should there be any differences between the unit price and the extended pricing calculations, the unit price will prevail.**

**Specifications - Haul Trailer**

The following specifications herein shall be the basis of comparison. The use of any brand name is strictly for establishing definite standard, style, function, etc. Bids must meet or exceed the minimum or maximum specifications. If not submitting the brand(s) specified, you must include specifications/data sheets for each product submitted.

Please note if your product meets the following specifications by checking "Yes" or "No"

| Item     | DESCRIPTION   | YES | NO |
|----------|---|-----|----|
| <b>A</b> | <b>New and unused current year model, Hydraulic Detachable Gooseneck (RGN) Non Ground Bearing Trailer</b> |     |    |
|          |   |     |    |
| 1        | Load Capacity: 110,000 lbs. / 55 Ton in 12'   |     |    |
| 2        | King Pin Setting: 2 Settings (preferred)  |     |    |
| 3        | Axles: Two Standard Air Ride; Air Lift Third Axle   |     |    |
| 4        | Color – Black   |     |    |
| 5        | D-rings: 7 on Each Side Minimum   |     |    |
| 6        | Frame Reinforced for Fourth Flip-Axle Addition  |     |    |
| 7        | 13 Horsepower Minimum Honda (preferred) Self Contained Hydraulic Unit for Removal of Gooseneck            |     |    |
| 8        | Steel Covered Wheel Well for Optional Equipment Loading Over Axles  |     |    |
| 9        | 12" Swinging and Removable Outriggers w/ Planking   |     |    |
| 10       | Open (Full Depth) Trough Between Axles for Boom/Bucket Covered in 10 Gauge Steel Minimum                  |     |    |
| 11       | Deck Length: 25' from Rear of Attached Gooseneck to Wheel Well  |     |    |
| 12       | Maximum 24" Loaded Deck Height with 8" Ground Clearance   |     |    |
| 13       | Decking: Wood, Apitong (preferred)  |     |    |
| 14       | Flag Holders: Front of Deck and Rear of Trailer   |     |    |
| 15       | Wide Load Sign Brackets   |     |    |
| 16       | LED Trailer Lighting  |     |    |
| 17       | Electrical System per DOT Regulations   |     |    |
| 18       | Warranty: 1 Year Bumper to Bumper, No Deductible  |     |    |
| 19       | Knuckle Boom Trough   |     |    |
|          |   |     |    |
|          | <b>OPTIONS</b>  |     |    |
| 1        | Delivery to 1727 Saint Ann St., San Angelo, TX 76905  |     |    |
| 2        | Extended Warranty (Provide Terms)   |     |    |

**Pricing Proposal – Haul Trailer**

| Item             | Description            | Unit Price | Estimated Quantity | Extended Price |
|------------------|------------------------|------------|--------------------|----------------|
| 1.               | <b>A– RGN Trailer</b>  | \$         | 1                  | \$             |
| 2.               | Make and Model         |            |                    |                |
| 3.               | Delivery Lead Time     |            |                    |                |
| 4.               | Delivery to San Angelo |            |                    |                |
| 5.               | Extended Warranty      |            |                    |                |
| <b>Total Bid</b> |                        |            |                    | <b>\$</b>      |

- **Delivery:** \_\_\_\_\_ Calendar Days subsequent to Receipt of valid Purchase Order.
- **Are these prices based on a purchasing cooperative contract?** Yes\_\_\_\_\_ No:\_\_\_\_\_
  - **If Yes: Name of Cooperative;** \_\_\_\_\_ **Contract No:** \_\_\_\_\_
- **Payment Discounts (if any):** \_\_\_\_\_
- **Do you accept P-Cards (MasterCard) for payments?** Yes\_\_\_\_\_ No:\_\_\_\_\_
  - **Do additional service fees apply when accepting P-Cards?** Yes\_\_\_\_\_ No:\_\_\_\_\_
    - **If yes, explain:** \_\_\_\_\_
  - **Are any Payment Discounts for P-Card Payments?** Yes\_\_\_\_\_ No:\_\_\_\_\_
    - **If yes, explain:** \_\_\_\_\_

By submitting a bid, 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 bid are in exact accordance with specification, unless noted and furthermore that this certify that prices in this bid have been arrived at independently, without consultation or agreement with any competitor for restricting competition.

The undersigned agrees, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

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

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

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

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

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**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*

THIS FORM MUST BE RETURNED WITH YOUR BID



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

### **Application for Local Preference Consideration-Instructions**

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

**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 Submissions/proposals to only those businesses located within the city limits. All Submissions/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.





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

**Local Preference Consideration Application-Form**

**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. 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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**CERTIFICATION:** I hereby certify under penalty of perjury that the information that 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.

Business Name; \_\_\_\_\_

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

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

Title: \_\_\_\_\_ Date: \_\_\_\_\_



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

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

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

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

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

BIDDER:

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

(Please print)

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



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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.ethics.state.tx.us/whasnew/confliict forms.htm](http://www.ethics.state.tx.us/whasnew/confliict%20forms.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 7<sup>th</sup> business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Proposals, Request for 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  
Director of Purchasing



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**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, 80<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

**4.**

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

\_\_\_\_\_  
Date



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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 proposal.

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

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

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

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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



## **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.