

CITY OF SAN ANGELO REQUEST FOR QUALIFICATIONS

RFQ No. PUR-03-14

**Purchasing Division
Indefinite Delivery Indefinite Quantity (IDIQ)
For
Professional Services**



CITY OF SAN ANGELO
72 W. COLLEGE AVE
SAN ANGELO, TEXAS 76903

RFQ SUBMITTAL DEADLINE
January 13, 2015
2:00 PM Local Time

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INTRODUCTION

In order to provide timely and cost effective design and other specialized services, the City of San Angelo is seeking a response to this Request for Qualifications (RFQ) for Architectural, Engineering and Surveying Services as Professional Service Providers (PSPs) for Indefinite Delivery Indefinite Quantity (IDIQ) contract awards. This RFQ is generally intended for small projects for which professional services fees would be under \$50,000 and that needed to be completed in a time sensitive manner. The City reserves the right to issue RFQ's for special projects.

An IDIQ contract will serve as a master agreement with no monetary value. Because of the indefinite nature of the need for services there is no guarantee of project assignment to the firms selected. Contracted firms may be awarded one or more assignments as projects become available and based on the availability of the firm. Award of an IDIQ contract or subsequent assignment under and IDIQ contract, will not disqualify a firm from responding to any future project for which a project-specific RFQ may be issued.

IDIQ contracts will be awarded to a pool of 3-5 PSP's in each area of expertise for a period of three years, with the option to renew for two additional one year terms, subject to agreement by both parties. Project-specific assignments will be made within the time frames during which the IDIQ agreement is valid. To remain valid, qualifications must be updated by the PSP to reflect any significant changes in the PSP's ownership, structure or method of operation, or when requested by the City of San Angelo. Duration of the agreement for each assignment will be negotiated and documented in the PSP contract for each project-specific assignment.

It is the intention of the City to retain the services of the best-qualified professionals for the size of the projects contemplated and project time lines.

DIGITAL FORMAT

If Respondent obtained the bid 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 bid package. If, in its bid response, a Respondent makes any changes whatsoever to the published bid specifications, the bid specification as published shall control. Furthermore, if an alteration of any kind to the bid specification is discovered after the contract is executed and is or is not being performed; the contract is subject to cancellation without recourse.

PROJECTED SCOPE OF WORK

The need for Professional Service Providers anticipated for multiple projects representing a wide variety of projects. Specific projects are likely to include but not limited to:

Professional Services for Engineering, to include experience in Public Works, Civil and Structural Engineering, Architectural Services, and Land Survey.

Evaluative and Design services may include construction drawings and specifications for new construction as well as renovations for the following type projects:

- Evaluate existing structures for repair, reuse and renovation
- MEP
- Architectural Design Services
- Street & Drainage
- Evaluate accessibility compliance of buildings and property and prepare specifications to remediate
- Inspect for accessibility compliance
- Evaluate and assess building conditions, systems programming
- Street and drainage
- Geographical surveying

Each project will be assigned to a PSP which will provide the required professional disciplines in-house, or with qualified professionals subcontracted to the PSP.

ESTIMATED QUANTITY OF SERVICES

The size and quantity of a project assigned to the successful PSP will vary depending on project need, schedule, PSP's work load, and availability of funding. It is anticipated that multiple PSPs will be contracted to provide professional services; however, there is no guarantee of the award of any assignments. Project-specific assignments will be made to PSP with IDIQ agreements as the need occurs based on the PSP's respective area of experience and its ability to support the project with proper staffing in the geographical area of the project. Initiation of projects is based on need and funding. Project size and quantity have not been defined. When there is more than one project of similar size, complexity, and general location (unless there is an advantage to the city) an effort will be made to avoid use of the same PSP for subsequent projects when other appropriately qualified PSPs are available. Each PSP with an IDIQ agreement may have a different volume or number of project-specific assignments, if any, since need and available funding may vary.

INTERPRETATIONS

All questions about the meaning or intent of this RFQ shall be submitted to the Purchasing Department in writing within ten 10 days prior to the deadline. Any change, revisions or clarifications will be issued by Addenda will be posted on the internet at www.cosatx.us.

Questions received less than ten days prior to the date for opening will not be answered. Only questions answered by formal written Addenda will be binding.

DISQUALIFICATION

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

- The Respondent is engaged 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 responses submitted shall remain confidential. After selection of a professional firm, 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.

SELECTION

The City will select three to five of the most qualified respondents of the requested services based on demonstrated competence, relevant experience, and professional qualifications. The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFQ process.

PROPOSED TERMS OF THE AGREEMENT

The terms of the IDIQ Agreements to be granted by the City of San Angelo shall be for the period of three years, with the option to renew for two additional one year terms, subject to agreement by both parties.

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. The City is an equal opportunity employer.

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

DEADLINE AND DELIVERY LOCATION

DEADLINE

Sealed submittals must be received and time stamped by **2:00 PM CST, January 13, 2015**. The clock located in the Purchasing Office will be the official time.

COPIES

Submit one (1) original and four (4) complete copies of your RFQ documentation.

DELIVERY ADDRESSES

USPS: RFQ: PUR-03-14
Purchasing Department
City of San Angelo
72 West College Ave. Suite 330
San Angelo, Texas 76903

Delivery Services: RFQ: PUR-03-14
Purchasing Department
City of San Angelo
72 West College Ave.
San Angelo, Texas 76903

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

Faxed or electronically transmitted RFP submittals will not be accepted

POINTS OF CONTACT

Darlene Luna, CTPM, Purchasing Specialist Purchasing Division City of San Angelo 72 West College Ave San Angelo Texas, 76903 Email: darlene.luna@cosatx.us Telephone: (325) 657-4219	Ron Lewis, Manager Construction and Facilities Maintenance City of San Angelo 134 Henry O'Flipper San Angelo Texas, 76903 Email: ron.lewis@cosatx.us Telephone: (325) 481.2773
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It is the sole responsibility of the firm to ensure that the sealed RFQ submittal arrives at the above location by specified deadline regardless of method chosen by the firm.

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Tel: (325) 657-4219

TYPE OF PROFESSIONAL SERVICES REQUIRED

The following professionals should apply for consideration:

Architects, Engineers, and Land Surveyors

- Texas Licensed Professionals with superior background, training, and qualifications, meeting all requirements of this RFQ.
- Registered or licensed in the State of Texas
- Individuals who have experience in the following:
 - Civil Engineering
 - MEP
 - Municipal Engineering
 - New Construction
 - Renovation
 - Planning
 - Upgrading existing systems
 - Interfacing new construction with existing
 - Testing

Evaluative and Design services including construction drawings and specifications for new construction as well as renovations for the following type projects:

Evaluate existing structures for repair, reuse and renovation

Evaluate accessibility compliance of buildings and property and prepare specifications to remediate

Perform appraisals for structures and land

- Individuals with positive experience in project cost estimating
- Individuals who will be available to come to the City on a routine basis
- Individuals who have formed a strong, responsible design team

All qualified firms or persons shall have current licenses as required under the State of Texas for the provision of services requested by the City and shall provide a list of individuals with their certifications and Licenses for the disciplines they are certified for in the State of Texas.

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REQUEST FOR QUALIFICATIONS FORMAT

- A. Each respondent shall submit the following:
Executive summary on PSP's letterhead transmitting all required RFQ information.
- Provide the following information by completing the Professional Services Profile, Project Profile and the Project Reference spreadsheet: (spreadsheet located at www.cosatx.us / Bid information / RFQ: PUR-03-14 / Professional Services Profile.xls)
- B. Experience: Provide a Profile/Resume of experience for the PSP and all professional members of the firm. This section shall include but not be limited to the following:
1. The PSP's relevant experience with projects and renovations to various structures.
 2. Complete the "Professional Services Resume", A resume of all key members of the PSP's firm who would be working on projects; how long the members of the firm have been working together and a list of similar projects that this PSP has worked on and completed, especially for a local public agency on the Project Profile.
 3. The PSP's demonstrated expertise in the given field for which they hold a license.
 - a. Ability to incorporate various elements in the design of a project; artistic, functionality, ease of maintenance, durability, cost savings, etc.
 - b. Ability to plan and execute work effectively, meet deadlines, interface with boards and city staff.
- C. Identify the members of the proposed Design Team. Provide firm experience and individual resumes for the design consultants that will make up your team. Provide a list of consultants that you may use that are not normally needed for a typical construction project.
- D. Information and references on public project work, preferably performed by the PSP include a minimum of 3 (3) projects within the past 5 years and dates of the beginning and completion of each project and cost of each project
- E. Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage.

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SELECTION PROCESS

All Respondents will be screened by a selection committee and those Respondents selected for a short list may be invited to attend an interview at the Respondent's own expense. The City shall not incur any costs associated with the preparation and/or submittal of Responses.

The City will evaluate all Responses based on the qualifications, background, training, experience, and staff qualifications. The City reserves the right to negotiate the final fee schedule, prior to recommending any PSP for a professional services contract.

The City's process is as follows:

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to identify and select one best qualified provider but rather shall include several similarly qualified providers. One or more of the qualified providers will be contacted by City Staff on an as-needed basis to assist to the City of San Angelo. If the firm or individual contacted by City Staff is not available due to lack of resources or not able to meet the time constraints for a particular project, City Staff shall contact another qualified provider from the remaining respondents.

If however, all respondents are unable to meet the time constraint or have the necessary resources to render services, the City of San Angelo may contact other providers not previously qualified and request qualifications for such services.

EVALUATION CRITERIA

- A. The selection committee shall evaluate and rate all of the responses that are submitted. Provide experience and references on the Professional Services Profile, Project Profile and Project Reference spreadsheet that is part of this Bid. Selection ratings will be based on 100-point scale. Ratings shall be based on the following criteria:
 1. Capability (25%)
Pertaining to staff, list professional qualifications, background, training, experience, and project-assigned staff qualifications..... Professional Services Profile
 2. Previous Experience (15%)
List projects specific to the qualifying discipline, including a description of the project. Highlight information possibly relevant to City projects. (All references shall be for work completed in the last five (5) yearsProject Profile
 3. Previous Local Experience (especially for City of San Angelo) (20%)
List specific projects in public works and for municipalities with brief description list of References for projects completed for the City of San Angelo, a description of the project, and any relevant information pertaining to the qualifications of your firm (All references for work completed in the last five (5) years..... Project Profile
 4. Ability to meet Schedules and Deadlines (25%).....Project References
 5. References (minimum of 3 projects per discipline)(15%)Project References
- B. The selection committee will select the most qualified PSP(s) and may invite them for an interview with members of the selection committee.
- C. Should an interview be requested, respondents should be prepared for 15 minutes of presentation and 15 minutes of questions and answers.
- D. City staff shall recommend a preliminary list of the most qualified firms to the City Council and request authority to enter into contract negotiations.

- E. Standard rates and fees will be requested after approval of preliminary list. Should standard rates and fees be agreed upon and accepted, the selected PSP(s) shall be offered an IDIQ professional services contract. Should negotiations for pricing be required, the City shall enter into negotiations in order of ranking until a pool of approximately 3-5 PSP's are selected per discipline.
- F. This RFQ 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.



INSURANCE REQUIREMENTS

☒ 1 **INDEMNIFICATION.**

- ☒ 1.1 **GENERAL INDEMNIFICATION.** CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF CONTRACTOR OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF CONTRACTOR, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF CONTRACTOR AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS CONTRACT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY CONTRACTOR HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS CONTRACT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE CONTRACTOR TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- ☒ 1.3 **PROSPECTIVE APPLICATION.** ANY AND ALL INDEMNITY PROVIDED FOR IN THIS CONTRACT SHALL SURVIVE THE EXPIRATION OF THIS CONTRACT AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS CONTRACT BUT THEREAFTER SO LONG AS ANY LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR CLOSURE AND POST CLOSURE COSTS) COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF CONTRACTOR IN PERFORMING UNDER THIS CONTRACT.
- ☒ 1.4 **RETROACTIVE APPLICATION.** THE INDEMNITY PROVIDED FOR IN THIS CONTRACT SHALL EXTEND NOT ONLY TO CLAIMS AND ASSESSMENTS OCCURRING DURING THE TERM OF THIS CONTRACT BUT RETROACTIVELY TO CLAIMS AND ASSESSMENTS WHICH MAY HAVE OCCURRED DURING THE TERM OF PREVIOUS AGREEMENTS BETWEEN CITY AND CONTRACTOR.

☒ 2 **Insurance.**

- ☒ 2.1 **General Conditions.** The following conditions shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Contract.
- ☒ 2.1.1 **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.
- ☒ 2.1.2 **Named Insureds.** All insurance policies required herein shall be drawn in the name of Contractor, 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.
- ☒ 2.1.3 **Waiver of Subrogation.** Contractor 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.
- ☒ 2.1.4 **Certificates of Insurance.** At or before the time of execution of this Contract, Contractor 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 coverages 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, Contractor 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. 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.

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

☒ 2.1.6 Sub-Contractors' Insurance. Contractor shall cause each Sub-Contractor and Sub-Sub-Contractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require Subcontractors and Sub-subcontractors to furnish copies of certificates of insurance to Contractor's Risk Manager evidencing coverage for each Sub-Contractor and Sub-Sub-Contractor.

☒ 2.2 Types and Amounts of Insurance Required. Contractor shall obtain and continuously maintain in effect at all times during the term hereof, at Contractor's sole expense, insurance coverages as follows with limits not less than those set forth below:

TYPES OF COVERAGES - Choose as many as applicable and specify limits of liability..

☒ 2.2.1 Commercial General Liability. This policy shall be an occurrence-type policy and shall protect the Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Contractor's employees) and damage to property of the City or others arising out of the act or omission of the Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Contract entitled "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 be as follows:

\$ 2,000,000.00	General Aggregate
\$ 1,000,000.00	Products- Completed Operations
\$ 1,000,000.00	Personal & Advertising Injury
\$ 1,000,000.00	Each Occurrence
\$ 100,000.00	Fire Damage (any one fire)

☒ 2.2.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Contractor 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 be as follows:

\$ 500,000.00	Combined Single Limit
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☒ 2.2.3 Workers' Compensation and Employer's Liability. If Contractor hires any employees, Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Contractor 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
\$ 100,000.00	Employer's Liability, Each Accident
\$ 100,000.00	Employer's Liability, Disease – Each Employee
\$ 500,000.00	Employer's Liability, Disease - Policy Limit

The foregoing requirement will not be applicable if, and so long as, Contractor 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 Lessor in accordance with the notice provisions of this Contract.

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

- ☒ 2.2.5 Professional Liability. This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Contract as long as any liability could be asserted. Coverage shall be no less than:

\$ 1,000,000 per occurrence

“CITY” can also be known as “Lessor”

“CONTRACTOR” can also be known as “Contractor” or “Professional”

“CONTRACT” can also be known as “Agreement” or “Contract”

“PREMISES” can also be known as “Contracted Premises”

☒ Indicates required coverage

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

SUBMITTAL FORMS

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, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at <http://www.ethics.state.tx.us/whasnew/conflictforms.htm>.

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available 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 Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Roger S. Banks
Purchasing Division Manager

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

Signature of person doing business with the governmental entity

Date

Local Government Officers of the City Of San Angelo
As defined by Chapter 176 of the Texas Local Government Code
(Revised 7/6/14)

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

- Council Members:
 - 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



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PURCHASING DEPARTMENT
72 W. College Avenue, San Angelo, Texas 76903
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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 _____

Date

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative

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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.

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

LETTER OF INTEREST

RFQ No: PUR-03-14 / IDIQ Professional Services

Deadline: January 13, 2015

The undersigned firm submits the following information (this **RFQ submittal**) in response to that Request for Qualifications (as amended by any Addenda), issued by the City of San Angelo, Texas ("City") **to perform engineering, architectural, and/or structural, property land surveying and appraisal services to assist City Staff in evaluating planning, design, and on site project representation services related to the planning, design, and construction of various small capital improvement projects (under \$50,000).** Enclosed, and by this reference incorporated herein and made a part of this RFQ, are the following:

- Completed RFQ Letter Of Interest form **(REQUIRED)**
- Completed Debarment & Suspension form **(REQUIRED)**
- Completed Conflict Of Interest form (if applicable)
- Copy of firms current Certificates of Insurance **(REQUIRED)**
- Submit one (1) original and four (4) complete copies of your proposal.
 - Include completed Proposal Services Resume with Professional Services & Project Profile and Project References completed. These forms will be utilized in completing evaluations.

Firm is responsible for calling the City to determine if any addendums have been issued.

Firm also understands that the City is not bound to select any firm for the final pre-qualified list and may reject any responses submitted.

Firm further understands that all costs and expenses incurred by it in preparing this RFQ and participating in this process will be borne solely by the firm, and that the required materials to be submitted will become the property of the City and will not be returned.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFQ. Firm accepts all terms of the RFQ submittal process by signing this letter of interest and making the RFQ submittal.

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

Firm Name: _____	
Mailing Address: _____	
City, State Zip Code: _____	
Acct's Receivable Address _____	
City, State Zip Code _____	
Tax ID: _____	
Payment Terms: _____	
Telephone: _____	Fax: _____
Email: _____	
Authorized Signature: _____	
Printed Name & Title: _____	Date: _____

Attach W-9 with RFQ documentation