

# CITY OF SAN ANGELO REQUEST FOR BIDS

**Water Utilities  
Industrial Electrical Services**

**RFB No. WU-12-14**



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

**SUBMITTAL DEADLINE**  
**January 14, 2015 / 2:00 P.M., Local Time**



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

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## 1. INTRODUCTION

### 1.1. General

The City of San Angelo Water Utilities Department is requesting bids for industrial electrical work. It is the City's intent to select one primary vendor and one alternate (secondary) vendor.

### 1.2. Bid Documents

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

- [www.cosatx.us](http://www.cosatx.us)
- Bid Information (Link at bottom of the page)
- RFB Number: WU-12-14

### 1.3. Pre-Bid Observations

If desired, a bidder may schedule an appointment prior to bid opening to view the types of electrical systems referred to in this RFB. Appointments should be scheduled by calling the Utility Maintenance Department at 325-657-4299.

### 1.4. Disqualification

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

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

### 1.5. Digital Format

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

### 1.6. Insurance and Indemnification Requirements

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

### 1.7. Required Response

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

### 1.8. No Bid Instructions

To submit a No Bid complete the No Bid Form and mail the form on or the Bid Submission deadline. Firms that do not respond may be removed from the bidders list.

### 1.9. Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Department will post an addendum addressing the nature of the change on the website. Respondents should check the website or contact the Purchase Division prior to submitting a bid.

**1.10. Interpretations**

All questions about the meaning or intent of the Contract Documents, including specifications shall be submitted to Owner in writing. Replies will be issued by Addenda mailed, faxed, emailed, or delivered to all parties recorded by Owner as having received the bid documents. Questions received less than seven (7) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

**1.11. Confidentiality**

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

**1.12. Award of Contract**

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

**1.13. Acceptance of Bid Content**

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

**1.14. Copies Of Bid Tabulation Results**

For a copy of the Bid Tabulation results, send a self-addressed stamped envelope to: Purchasing Department, Bid Tabulation Request, City of San Angelo, 72 West College, San Angelo, Texas 76903. Bid tabulations may also be obtained by emailing [sapurch@sanangelotexas.us](mailto:sapurch@sanangelotexas.us). Please include the RFB number/Title in the Subject Line.



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

## 2. DEADLINE AND DELIVERY LOCATION

### 2.1. Deadline

Sealed Request for Bids (RFB) submittals must be received and time stamped, **January 14, 2015, 2:00 P.M., Local Time**. The clock located in Purchasing will be the official time.

### 2.2. Copies

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

### 2.3. Sealed Envelope Formatting

Mark in the top-left hand corner with your business name

Mark in the bottom right hand corner: **"RFB NO. WU-12-14/Industrial Electrical Services"**

### 2.4. Delivery Envelope Formatting

Mark delivery envelope "Sealed Bid Enclosed"

### 2.5 Delivery Addresses:

**USPS:** City of San Angelo  
Purchasing Department, RFB: WU-12-14  
72 West College Avenue  
San Angelo, Texas 76903

**Delivery Services:** City of San Angelo  
Purchasing Department, RFB: WU-12-14  
72 West College Avenue, Suite 330  
San Angelo, Texas 76903

### **NOTICE**

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

**Faxed or electronically transmitted bids will not be accepted**

### 2.6 Points Of Contact

**Darlene Luna, CTPM**  
Purchasing Division  
City of San Angelo  
72 West College Avenue  
San Angelo Texas, 76903  
Email: sapurch@cosatx.us  
Telephone: (325) 657-4219

**Greg Gilbert, Superintendent**  
Utility Maintenance  
City of San Angelo  
1956 Saint Ann St.  
San Angelo Texas 76905  
Email: greg.gilbert@cosatx.us  
Telephone: (325) 657-4299

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

### 3. INSTRUCTIONS TO BIDDERS

#### 3.1. Proposal/Bid Interpretation

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawings, specifications, etc. must be requested in writing seven (7) days prior to the deadline to the **Purchasing Department, City of San Angelo, 72 West College, San Angelo, TX 76903 or by email to [sapurch@cosatx.us](mailto:sapurch@cosatx.us)** to allow sufficient time for evaluation and reply to all prospective bidders before the submission of their bids. The bid invitation number and title must appear on all correspondence, inquiries, etc. pertaining to the invitation. Oral explanations or instructions given before the award of the contract are not binding and do not form a part of or alter in any way, the written agreement.

#### 3.2. Specifications

The specifications herein shall be the basis of comparison and where a definite item is specified it is not the intention to discriminate against any product made by another manufacturer, but rather, the intention is to set a definite standard, style, and function. Bidders are required to quote equipment that will meet or exceed the minimum or maximum specifications herein.

#### 3.3. Substitutions

It is the intention of the City of San Angelo to purchase equipment similar or equal to that specified. **Variation from the specification must be noted in bid by bidder. Absence of noted variations will be interpreted to mean that the item quoted is in exact accordance with the specification.** Each bidder, if not bidding on specified equipment, is required to furnish with his bid, a complete detailed description, and specifications of each item upon which he is bidding, supported by the manufacturer's catalog, photographs, guarantee, complete name, and any other pertinent information. An "or equal" item must reflect the general appearance, design, dimensions, or color of the item specified. Samples, if required, shall be furnished free of expense to the City. Samples not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with Bidder's name, address, and Bid Number reference. Approval of substitute "or equal" items remains with the City and in all cases is final. In the event an item is not accepted as an "or equal", the City may allow the vendor to supply the remaining items meeting specifications at the bid price.

#### 3.4. Materials

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

#### 3.5. Corrections, Additions, Or Deletions

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

#### 3.6. Bid Items

Bidders are expected to examine all specifications, drawings, standard provisions, and instructions. FAILURE to do so will be at the bidder's risk. Bids are to be submitted on each item and total extended, however more than one bid may be submitted on products meeting the specifications.

#### 3.7. Taxes

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

#### 3.8. Authorized Signature

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

#### 3.9. Modification Or Withdrawal Of Bids

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

### **3.10. Prices**

Bidder is to quote its lowest and best price Free On Board (F.O.B.) destination on each item to shipping location in San Angelo, Texas unless otherwise specified in the invitation. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts will be taken, if earned. Bids must be firm, however if a bidder believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid. Pricing is to be submitted on units of quantity specified with extended totals, however in the event of a discrepancy in extension, the unit prices shall govern. Pricing shall be entered on the Bid Sheet in ink or typewritten.

### **3.11. Delivery Date**

Bid must show the number of calendar days required to place the materials at the place of destination under normal conditions. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disregarded.

### **3.12. Default In Delivery**

The vendor must keep the City advised at all times as to the status of the order. When delivery delay can be foreseen, the vendor shall give prior notice to the Purchasing Department who shall have the right to extend the delivery date if reasons for delay are reasonable and acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

### **3.13. Delivery Times**

Deliveries will be accepted only during normal working hours, i.e.; 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m., Monday thru Friday, unless prior arrangements have been made. For large orders, 24 hours notice to the Receiving Department is required to eliminate delays in delivery.

### **3.14. Evaluation Factors**

It is not the policy of the City to purchase on the basis of low bids alone. In evaluating bids, the following considerations shall be taken into account to determine the "best value" for the City.

- a. the purchase price;
- b. the reputation of the vendor and of the vendor's goods or services;
- c. the quality of the vendor's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the vendor's past relationship with the City
- f. the impact on the ability of the City to comply with laws and rules relating to historically underutilized businesses;
- g. the total long-term cost to the City to acquire the vendor's goods or services; and
- h. any other relevant factor specifically listed in the request for bids and proposals.

### **3.15. Partial Award**

Bidders may furnish pricing for all or any portion of the bid invitation. UNLESS bidder specifies otherwise in his bid, the City may award contracts for any item or group of items listed.

### **3.16. Reservations**

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

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

Extend the bid closing time and date.

Reissue a bid invitation or proposal.

Procure any item by other means.

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

Waive as an informality, minor deviations from specifications at a lower price than the low bid meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and overall function is improved or not impaired.

Consider and accept an alternate bid as provided herein when most advantageous to the City.

Extend any contract when most advantageous to the City.

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

**3.17. Submission Of Bids**

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

**3.18. Closing Time & Date**

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

**3.19. Late Bids**

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

**3.20. Acceptance**

Acceptance of bidder's offer will be in the form of a purchase order or contract.

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

#### **4. TERMS AND CONDITIONS**

##### **4.1. Seller To Package Goods**

The seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows:

- A. Seller's name and address.
- B. Consignee's name and address
- C. Purchase Order or purchase release number, and the supply agreement number if applicable.
- D. Container number and total number of containers, e.g., box 1 of 4 boxes.
- E. The number of the container bearing the packing slip. Seller shall pay cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to the requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

##### **4.2. Shipment Under Reservation Prohibited**

Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

##### **4.3. Title & Risk Of Loss**

The title and risk of loss of the goods shall not pass to City until City actually receives and takes possession of the goods at the point or points of delivery.

##### **4.4. Delivery Terms And Transportation Charges**

F.O.B. destination unless delivery terms are specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided City shall have the right to designate what method of transportation shall be used to ship the goods. Delivery may be a consideration in the award when shown to be a benefit to the City.

##### **4.5. No Replacement Of Defective Tender**

Every tender or delivery of goods must fully comply with all provisions of this contract as to the method and place of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and Seller will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify City of his intention to cure and may then make a conforming tender within the contract time.

##### **4.6. Place Of Delivery**

The place of delivery shall be that set forth in the block of the purchase order entitled "Receiving Agency". The terms of this agreement are "no arrival, no sale".

##### **4.7. Invoices & Payments**

Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after or at the time of each delivery. Invoices shall indicate the **purchase order** or purchase release number and the supply agreement number, if applicable. Invoices shall be itemized and they shall list transportation charges, if any, separately. A copy of the bill of lading, and the freight waybill, when applicable, should be attached to the invoice. Payment shall not be due until the above instruments are submitted on or after delivery. If invoices are not included in the delivery package then they should be mailed to the ordering department.

**Water Utilities Department  
City of San Angelo  
72 West College Avenue  
San Angelo, TX 76903**

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

City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by City.

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

**4.8. Gratuities**

The City may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by City that gratuities were offered from an agent or representative of the Seller to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by Seller in providing such gratuities.

**4.9. Special Tools & Test Equipment**

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any drawings or related documents thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.

**4.10. Warranty-Price**

The price to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than seller's current prices on orders by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, reduced to the Seller's current prices on orders by others, or in the alternative, City may cancel this contract without liability to seller for breach or Seller's actual expense.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of the warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**4.11. Warranty-Product**

Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions.

**4.12. Safety Warranty**

Seller warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by City will be at Seller's expense.

**4.13. No Warranty By City Against Infringements**

As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall City be liable to Seller for indemnification in the event that seller issued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify City to this effect in writing within two weeks after the signing of the agreement. If City does not receive notice and a claim of infringement is made, Seller will indemnify, defend, and hold harmless City, its Council members, officials, agents, consultants, and employees free and harmless from and against any and all claims, suits, judgments, costs, penalties, fines, damages, and attorneys' fees and expenses asserted by any person or persons. If Seller, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be void.

**4.14. Right Of Inspection**

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

**4.15. Cancellation**

City shall have the right to cancel for default all or any part of the undelivered portion of the order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which City may have in law or equity.

**4.16. Termination**

Performance under this contract may be terminated in whole, or in part by the City in accordance with this provision. Termination performance hereunder shall be effected by the delivery to seller of a "Notice of Termination" specifying the extent to which performance under this contract is terminated and the date upon which such termination becomes effective.

**4.17. Force Majeure**

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence said party is unable to prevent.

**4.18. Assignment-Delegation**

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

**4.19. Waiver**

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

**4.20. Modifications**

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

**4.21. Interpretation-Parol Evidence**

This writing is intended by the parties as a final expression of their agreement and is intended as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.

**4.22. Applicable Law**

This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

**4.23. Advertising**

Seller shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.

**4.24. Right To Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**4.25. Equal Employment Opportunity**

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

Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Seller shall be advised of any complaints filed with the City alleging that Seller is not an Equal Opportunity Employer. The City

reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included; however, the Seller is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

**4.26. Conflict Of Interest**

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

**4.27. Legal Venue**

San Angelo, Tom Green County, Texas

**4.28. Funds – Price**

The seller submitting the lowest and best bid for each item will establish a price agreement with the City. The item(s) ordered will be selected based on the availability of funds, needs of each user, price, delivery, and value to the City.

**4.29. Claims For Overcharges**

Seller hereby assigns to City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

**4.30. Contract Term**

The term of this Agreement shall be for three (3) years unless extended.

**4.31. Option To Extend**

The City shall have two (2) additional options to extend the term hereof for a period of one (1) year each, subject to availability and appropriation of funds. City Council approval shall not be required as long as the total extended terms do not exceed two (2) years.

**4.32. Cooperative Purchasing**

Governmental Entities utilizing Inter-Governmental Contracts with the City will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their material/services as needed (e.g. Tom Green County, etc)



## **5. DRAFT SERVICE AGREEMENTS**

### **NOTICE**

### **PROFESSIONAL SERVICES AGREEMENT**

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

### **RECITALS:**

**A.** City issued a Request for Bid No. WU-12-14 Water Utilities Industrial Electrical Services ("RFB WU-12-14"), for professional industrial electrical services ("Services") on City owned equipment, and Provider's proposal ("Proposal"), in response thereto, has been selected as the most qualified proposal for the provision of Services.

**B.** Primary Provider's proposal ("Proposal"), in response thereto, has been selected as the most qualified proposal for the provision of Services.

**C.** City wishes to engage the services of Primary Provider, and Primary Provider wishes to perform Services for City.

**D.** On \_\_\_\_\_, 2014, the City Council of the City of San Angelo authorized the City Manager to negotiate and execute this Agreement, under the terms and conditions set forth herein.

### **TERMS:**

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement. RFB WU-12-14 and Primary Provider's Proposal ("Contract Documents") are hereby incorporated and made a part of this Agreement and attached hereto as Exhibit "A".

2. **TERM:** The term of this Agreement shall be three (3) years commencing on the effective date hereof.

3. **OPTION TO EXTEND:** City shall, at its sole discretion, have two (2) options to extend the term hereof for additional, one (1) year periods, based on a finding that the exercise of the option is in the City's best interest, subject to availability and appropriation of funds. City Council approval shall not be required as long as the total extended term does not exceed two (2) years.

4. **SCOPE OF SERVICE:**

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

B. City shall have the right to outsource Services to Secondary Provider in situations where City determines Primary Provider cannot respond in a timely manner, cannot fulfill its contractual obligations or when the workload warrants. Neither City nor Primary Provider shall subcontract Services under this Agreement.

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

5. **COMPENSATION** Primary Provider warrants that it has reviewed City's requirements and has asked such questions and conducted such other inquiries as Primary Provider deemed necessary in order to determine the price Primary Provider will charge to provide Services to be performed under this Agreement.

A. The amount of compensation payable by City to Primary Provider shall be based on the rates and schedules described in Exhibit "B" hereto, which by this reference is incorporated into this Agreement.

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

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

7. **AUDIT AND INSPECTION RIGHTS:** City may, at reasonable times, and for a period of not less than five (5) years following the date of Primary Provider's opinion to City under this Agreement, audit, or cause to be audited, those books and records of Primary Provider which are related to Primary Provider's performance under this Agreement. Primary Provider agrees to maintain all such books and records at its principal place of business for a period of five (5) years after final payment is made under this Agreement.

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

9. **FILING PUBLIC RECORD:** Primary Provider understands that the public shall have access, at all reasonable time, to all documents and information pertaining to City contracts, and agrees to allow access by City and the public to all documents subject to disclosure under applicable law. Primary Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by City.

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

11. **INDEMNIFICATION AND INSURANCE.** See Section 28. hereunder Special Indemnification and Insurance Rider, Exhibit "C" which is attached hereto and incorporated herein for all purposes.

12. **DEFAULT:** If Primary Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Primary Provider shall be in default. Upon the occurrence of a default hereunder City, in addition to all remedies available to it by law, may immediately, upon written notice to Primary Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by City to Primary Provider while Primary Provider was in default shall be immediately returned to City. Primary Provider

understands and agrees that termination of this Agreement under this section shall not release Primary Provider from any obligation accruing prior to the effective date of termination. Should Primary Provider be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Primary Provider shall be liable to City for all costs and expenses incurred by City in preparation and negotiation of this Agreement, as well as all costs and expenses in the reprocurement of Services, including consequential and incidental damages.

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

**14. TERMINATION RIGHTS OF CITY:**

A. City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Primary Provider at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Primary Provider compensation for services rendered and expenses incurred prior to the effective date of

termination. In no event shall City be liable to Primary Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

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

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

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

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

**TO CITY:**

**TO PRIMARY PROVIDER:**

City of San Angelo  
Attn: Bill Riley, Director of Water Utilities  
72 W. College Ave.  
San Angelo, Texas 76903  
Phone: (325) 657-4209

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

**18. AMENDMENTS:** City or Primary Provider may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by City. Such amendments shall not invalidate this Agreement, nor relieve or release City or Primary Provider from their respective obligations under this Agreement.

**19. MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

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

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

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

**23. REAFFIRMATION OF REPRESENTATIONS:** Primary Provider hereby reaffirms all of the representations contained in this Agreement and RFB WU-12-14.

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

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

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

**27. INSURANCE:** Primary Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the services under this Agreement without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City prior to the performance of services hereunder, provided, however, that Primary Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

**28. SPECIAL INSURANCE AND INDEMNIFICATION RIDER:** Please initial if applicable. Special Indemnification and Insurance Rider, Exhibit "C" attached hereto and incorporated herein for all purposes.

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

**“City”**

**CITY OF SAN ANGELO, a municipal corporation**

By: \_\_\_\_\_

Daniel Valenzuela, City Manager

ATTEST:

\_\_\_\_\_

Bryan Kendrick, Interim City Clerk

**“Provider”**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_,

\_\_\_\_\_

ATTEST:

\_\_\_\_\_, Secretary

**EXHIBIT “A”**

**RFB WU-12-14**

**EXHIBIT “B”**  
**COMPENSATION**

Provider shall provide Services under this Agreement as specifically described, and under the special terms and conditions set forth in RFB WU-12-14, if applicable. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

**1.0 PAYMENT OF COMPENSATION**

Provider shall submit to City an annual invoice which indicates work completed and hours of Services rendered by Provider. The invoice shall describe the amount of Services provided since the effective date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If City disputes any of Provider’s fees, City shall give written notice to Provider within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

**2.0 REIMBURSEMENT FOR EXPENSES**

Provider shall not be reimbursed for any expenses unless authorized in writing by City.

**3.0 COMPENSATION AMOUNT**

Compensation to Provider shall be based on the following Schedule of Charges.

**SCHEDULE OF CHARGES**

<b><u>Year</u></b>	<b><u>Amount</u></b>
Year 1	\$_____
Year 2	\$_____

Year 3 \$ \_\_\_\_\_

Year 4 \$ \_\_\_\_\_

Year 5 \$ \_\_\_\_\_

## **EXHIBIT “C”**

### **SPECIAL INSURANCE AND INDEMNIFICATION RIDER**

#### **1. INDEMNIFICATION**

**1.1 GENERAL INDEMNIFICATION.** PRIMARY PROVIDER 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 PRIMARY PROVIDER 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 PRIMARY PROVIDER, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF PRIMARY PROVIDER AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS AGREEMENT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY PRIMARY PROVIDER HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS AGREEMENT AS LONG AS ANY LIABILITY COULD BE ASSERTED.

NOTHING HEREIN SHALL REQUIRE PRIMARY PROVIDER TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**1.2 PROSPECTIVE APPLICATION.** Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement 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 Agreement 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 PRIMARY PROVIDER in performing under this Agreement.

**1.3 RETROACTIVE APPLICATION.** The indemnity provided for in this AGREEMENT shall extend not only to claims and assessments occurring during the term of this AGREEMENT but retroactively to claims and assessments which may have occurred during the term of previous agreements between CITY and Primary Provider.

## **2. INSURANCE**

**2.1 GENERAL CONDITIONS.** The following conditions shall apply to all insurance policies obtained by Primary Provider for the purpose of complying with this Agreement.

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

**2.1.4 Certificates of Insurance.** At or before the time of execution of this Agreement, Primary Provider 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, Primary Provider 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 W. College Ave., San Angelo, Texas 76903.

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

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

3. **TYPES AND AMOUNTS OF INSURANCE REQUIRED.** Primary Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Primary Provider's sole expense, insurance coverage as follows with limits not less than those set forth below:

**3.1 Commercial General Liability.** This policy shall be an occurrence-type policy and shall protect the Primary Provider and additional insureds against all claims arising

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

\$1,000,000.00	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)

**3.2 Business Automobile Liability.** This policy shall be written in comprehensive form and shall protect Primary Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

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

**3.3 Workers' Compensation and Employer's Liability.** If Primary Provider hires any employees, Primary Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Primary Provider against all claims under

applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

<b>Statutory Amount</b>	<b>Workers' Compensation</b>
\$ 500,000.00	Employer's Liability, Each Accident
\$ 500,000.00	Employer's Liability, Disease - Each Employee
\$ 500,000.00	Employer's Liability, Disease - Policy Limit

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

**AND** \_\_\_\_\_

**RFB WU-12-14**

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Roger S. Banks, Manager – Purchasing  
Division

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Bill Riley, Director of Water Utilities

APPROVED AS TO FORM AND  
CORRECTNESS:

\_\_\_\_\_  
Lysia H. Bowling, City Attorney

APPROVED AS TO INSURANCE  
REQUIREMENTS:

\_\_\_\_\_  
John Seaton, Risk Manager



## **6. SPECIFICATIONS**

### **6.1 Scope**

The City of San Angelo is soliciting bids for industrial electrical work. The work shall be on equipment owned by the City of San Angelo. The work shall include new installation, repair and renovations of industrial and commercial equipment along with distribution systems, control systems and instrumentation. Control work shall include, but not be limited to, variable frequency drives, programmable logic controllers, flow meters, turbidity meters, pressure transducers, multiple pump control systems, motors and control valves. Locations of the work shall include, but not be limited to, all water treatment plants, water reclamation facilities, water pump stations, sewer lift stations, sewer grinders, river pumps and dams. All work and materials shall be in accordance with and meet all applicable federal, state and city codes.

### **6.2 Non-Emergency Work**

The response time on non-emergency type work shall not exceed three days from the time of notification from authorized representative of the City of San Angelo Water Utilities Department. All work shall be performed during normal business hours, unless otherwise approved by the City.

### **6.3 Emergency Work**

For the purpose of this section, the City of San Angelo shall decide whether a specific situation is an emergency. The response time to the job site for any emergency repairs shall not exceed one and one half hours from the time of notification from authorized representative of the City of San Angelo Water Utilities Department. The response time for emergency repairs shall apply 24 hours a day including weekends and holidays.

### **6.4 Rates**

Bids shall include regular, overtime and holiday rates if applicable. Bids shall include any special rates for control work.

#### **6.4.1 Holidays**

For the purpose of this bid, holidays are defined as New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

#### **6.4.2 Regular Time/Overtime**

Regular time shall be defined as eight (8) hours within a 24-hour period. Any work exceeding eight (8) hours within a 24-hour period may be paid as overtime only as authorized by the City.

### **6.5 Parts Markup**

Bids shall include a "cost plus" mark up

### **6.6 Personnel of Contractor**

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

### **6.7 Contract Term**

The term of this Agreement shall be for three (3) years unless extended.

### **6.8 Option To Extend**

The City shall have two (2) additional options to extend the term hereof for a period of one (1) year each, subject to availability and appropriation of funds. City Council approval shall not be required as long as the total extended terms do not exceed two (2) years, or a period equal to the original term of this Agreement, whichever is longer.

### **6.9 Additional Information**

Additionally, as part of the bid evaluation process, please provide on the Vendor References Sheet:

- A listing of previous jobs that you have completed with a description of the type of work performed that are similar in nature to the work as stated in the specifications. For example, water treatment plants, water reclamation facilities, water pump stations, sewer lift stations, sewer grinders, river pumps, and dams.
- References for all previous listed jobs including the contact person and a current work telephone number.
- The number of electricians currently employed by company.
- A description of your company's qualifications, including licensing.



## 7. BID FORMS

- A. Refer to Instructions to Bidders before completing Bid Sheet.
- B. The bidder is responsible for calling the City to determine if any addendums have been issued and agrees that the prices(s) quoted reflect any changes or modifications created by any addendum(s).
- C. **Include Qualification Statement (Required)**
- D. Complete the Local Preference form **(If applicable)**.
- E. Complete the Suspension and Debarment form **(Required)**.
- F. **Submit the Vendor References sheet (Required)**
- G. Submit one (1) **unbound** original and two (2) complete copy of your bid **(Required)**
- H. Enclose one (1) CD or flash drive containing digital copy of Bid Sheet and all bid forms, and any supplemental documentation. Digital copies may be scanned documents, electronically completed forms, or other acceptable methods of document retention. **(Required)**

### Bid Sheet

RFB No: WU-12-14/Industrial Electrical Service

#### A. Industrial Electrical - Hourly Rates and Parts Mark-up

Regular Hourly Rate		Overtime Hourly Rate		Hourly Rate Weekends & Holidays		Bidder's Minimum Charge \$'s and/or Hours	Parts Mark-up %	Average price/Hr 1 Journeyman & 1 Helper
Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice			
\$	\$	\$	\$	\$	\$	\$	%	\$

#### B. Instrumental and Controls - Hourly Rates and Parts Mark-up

Regular Hourly Rate		Overtime Hourly Rate		Hourly Rate Weekends & Holidays		Bidder's Minimum Charge \$'s and/or Hours	Parts Mark-up %	Average price/Hr 1 Journeyman & 1 Helper
Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice			
\$	\$	\$	\$	\$	\$	\$	%	\$

#### C. Electricians

Number of licensed journeyman electricians currently employed by your company \_\_\_\_\_

Number of licensed apprentice electricians currently employed by your company \_\_\_\_\_

**This Form Must Be Returned With The Bid**

**COOPERATIVE PURCHASING:** Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply?

**Please Check Y/N:**

\_\_\_\_\_ Yes

\_\_\_\_\_ No

Governmental Entities utilizing Inter-Governmental Contracts with the City will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their material/services as needed. (e.g. Tom Green County, etc)

**PAYMENT VIA CITY PROCUREMENT CARD** \_\_\_\_\_ Yes \_\_\_\_\_ No

**Authorized Signature/Contact Information**

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

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

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

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

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

Tax ID: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

*Please attach a IRS form W-9*

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

**This Form Must Be Returned With The Bid**



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

## **Disclosure of Certain Relationships**

### **NOTICE TO VENDORS**

**Effective January 1, 2006**, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at <http://www.window.state.tx.us/procurement/prog/hub/>

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

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

Division Manager, Purchasing

**LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO**  
**As defined by Chapter 176 of the Texas Local Government Code**  
**(Revised 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:

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

# 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

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

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

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

## OFFICE USE ONLY

Date Received

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

**This Form Must Be Returned With The Bid**

*Intentionally Left Blank*



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

## **Local Preference Consideration**

Section 271.9051 of the Texas Local Government Code "CONSIDERATION OF LOCATION OF BIDDERS PRINCIPAL PLACE OF BUSINESS":

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a bidder who is not a resident of the municipality, the municipality may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects, Telecommunication and Information Technology Bids or any purchases \$100,000.00 or greater.

**If you DO NOT have your principal place of business located within the City of San Angelo city limits – STOP – do not fill out this form.**

**This "Application For Local Preference Consideration" does *not* mean that the City of San Angelo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.**

Bidders who wish to qualify under the local preferences law must have their principal place of business located within the San Angelo city limits.

**If your principal place of business is within the San Angelo city limits and you want to apply for local preference consideration, then you must:**

1. **Complete the Local Preference Consideration Application, and**
2. ***Describe in writing and attach supporting documentation*, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.**

*Intentionally Left Blank*



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

### Local Preference Consideration Application

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

**Physical Address:** \_\_\_\_\_

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

**City:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_

**Business Type:**

- ☐ Corporation – Indicate state of incorporation \_\_\_\_\_
- ☐ Partnership – Indicate “general” or “limited” \_\_\_\_\_
- ☐ Sole proprietorship \_\_\_\_\_

**Basis For Preference** (Check applicable box(s) if physical location of business is not within the City Limits of the City of San Angelo.

- ☐ The business is a partnership with residents of the City of San Angelo owning a majority beneficial interest in the partnership (Attach a list of partners with names and addresses).
- ☐ The business is a sole proprietorship owned by a resident of the City of San Angelo (Attach name and address of owner).

**Attachments:** *Describe in writing, and attach supporting documentation*, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. 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.

**CERTIFICATION:** I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

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

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

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

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PURCHASING DEPARTMENT  
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### **Debarment and Suspension Certification**

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

**Business Name** \_\_\_\_\_

\_\_\_\_\_  
**Date**

**By:** \_\_\_\_\_  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Signature of Authorized Representative**

**This Form Must Be Returned With The Bid**

### Instructions for Certification

1. By signing and submitting this bid proposal, the prospective participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective participant shall provide immediate written notice to the City of San Angelo to which this bid proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective participant agrees by submitting this bid proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective participant further agrees by submitting this bid proposal that it will include the clause titled "Certification Regarding Debarment And Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the 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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### Vendor References

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

#### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

#### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

#### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

**This Form Must Be Returned With The Bid**

**REFERENCE FOUR**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

**REFERENCE FIVE**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

**REFERENCE SIX**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

**This Form Must Be Returned With The Bid**



### No Bid Reply Form

If for any reason, you are not submitting a bid/proposal, please check one or more reasons below and return the form to us either by mail or by email to [sapurch@cosatx.us](mailto:sapurch@cosatx.us) in order to remain in our database for these types of products or services.

By providing us this information, we hope to improve future Request packages that will elicit your participation.

===== # # # =====

### PLEASE PRINT

We wish to **Remain On ( )/Deleted From ( )** the list of bidders for the City of San Angelo

**A. We hereby submit a "No Bid" because:**

- ( ) 1. We are not interested in selling through the bid process.
- ( ) 2. We are unable to prepare the bid form in time to meet the due date.
- ( ) 3. We do not wish to bid under the terms and conditions of the Request for Bid/Proposal. OBJECTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ( ) 4. We do not feel we can be competitive.
- ( ) 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- ( ) 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ( ) 7. We do not sell the items or provide the services requested.
- ( ) 8. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Firm \_\_\_\_\_

Signed \_\_\_\_\_

*Thank you for your assistance!*

