

# REQUEST FOR PROPOSAL CITY OF SAN ANGELO

## Public Information Council Chambers A/V

RFP No.: PI-01-15



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

**RFP SUBMITTAL DEADLINE**  
**March 17, 2015, 2:00 P.M. Local Time**



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## **INTRODUCTION**

The City of San Angelo is seeking an established qualified company that specializes in turnkey design, construction and equipping of City Council chambers in the McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas, with a comprehensive and integrated system of audio-visual technology that enhances communications with audiences that are either attending the meeting or watching it via television and Internet broadcasts.

### **Estimated Budget/Completion Time**

The project is expected to cost from \$100,000-\$200,000 and take 90 days to complete.

### **Disqualification**

Disqualification may occur for any of the following reasons:

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

### **Confidentiality**

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

### **Document Availability**

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

- City Departments
- Purchasing
- Bid Information
- Bid Opportunities>RFP: PI-01-15

### **Digital Format**

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

### **Pre-Proposal Meeting and Tour**

A **MANDATORY** pre-proposal conference will be held on, **March 4, 2015, at 2:00 P.M., in the City Council chambers of the McNease Convention Center**, located at 501 Rio Concho Drive, San Angelo, Texas. Representatives of the City will discuss the project and answer questions regarding Proposal procedures.

### **Interpretations**

All questions about the meaning or intent of the Contract Documents, including specifications, shall be submitted to the Purchasing Division via email [sapurch@cosatx.us](mailto:sapurch@cosatx.us) or writing. Please include the RFP

Number and Title "PI-01-15 Council Chambers A/V" in the subject line. Questions received less than ten (10) days prior to the date for opening of submissions will not be answered.

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

**Addenda**

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

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

**Award of Contract**

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

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

**Acceptance of Proposal Content**

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

**Equal Employment Opportunity**

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

**Proposal Term**

Proposal shall be in effect for at least 180 days from the submission date.

**Points of Contact**

**Roger Banks, Division Manager**  
Purchasing Department  
City of San Angelo  
72 West College Avenue, Suite 330.  
San Angelo Texas, 76903  
Email: sapurch@cosatx.us  
Telephone: (325) 657-4220

**Anthony Wilson, Public Information Officer**  
Public Information  
City of San Angelo  
72 West College Avenue  
San Angelo Texas, 76903



## **DEADLINE AND DELIVERY LOCATION**

### **Deadline**

Sealed submittals must be received and time stamped by **March 17, 2015, 2:00 P.M.**, Local Time. The clock located in Purchasing will be the official time.

Faxed or electronically transmitted RFP submittals will not be accepted

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

### **Copies**

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

### **Sealed Container Addressing**

- Lower Left Hand Corner: *"RFP: PI-01-15/Council Chambers A/V"*
- Top Left Hand Corner: *Enter your company name and address.*

### **Delivery Addresses**

**USPS:** Purchasing Department  
RFP: PI-01-15/Council Chambers A/V  
City of San Angelo  
72 West College Avenue  
San Angelo, Texas 76903

**Delivery Services (FedEx, UPS, etc):** Purchasing Department  
RFP: PI-01-15/Council Chambers A/V  
City of San Angelo  
72 West College Avenue, Suite 330  
San Angelo, Texas 76903

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

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## **SCOPE OF SERVICES REQUESTED**

### **General Specifications**

Design and provide the Public Information Office with a turnkey comprehensive audio/visual set-up in the City Council chambers that will facilitate the communication of information at meetings to the attending audience and will improve the viewing experience for those watching via the City's government access channel and the Internet.

Attached to this RFP is a schematic of the City Council chambers with an inventory of the existing equipment.

### **General Service and Requirements**

1. Vendor will design a comprehensive and integrated audio/visual set-up in the City Council chambers in the McNease Convention Center. The only current components the City is interested in reusing are microphones, although the Public Information Office is amenable to considering their replacement.
2. The system must include the following: high-definition cameras that can be controlled remotely, switching equipment, easily manipulated on-screen graphics (such as titles), studio lighting that enhances broadcast quality, high-quality audio (including a mixing board) for the attending and viewing audiences, touch-screen technology at the presentation podium that can be simulcast during broadcasts and on other screens in the chambers, individual screens for each of the eight positions on the dais, large high-def screens in chambers positioned for maximum visibility by the attending audience, and a computer server for the PEG channel.
3. The system must have a portable component that allows the filming of meetings and events in places other than the City Council chambers.
4. The system must provide for real-time streaming of meetings on the City's website.
5. The system must tie seamlessly into the City's PEG channel server.
6. The vendor shall provide a two-year warranty and a maintenance agreement.
7. The proposal must be turnkey in nature, from the design to the equipping to the installation to the training and maintenance.
8. The current system must remain operational until the new equipment is online. Provisions must be made to accommodate City Council meetings on the first and third Tuesdays of each month. Preferably, all work would be conducted during times at which other City boards are not meeting in the room, although if this is not possible, other provisions can be made for alternate meeting spaces.

### **Wages and Benefits**

#### **General**

The selected Respondent shall comply with all requirements of the prevailing wage law of the State of Texas, Texas Government Code, Chapter 2258, including the latest amendments thereto.

The selected Respondent and his Subcontractors shall pay wage rates not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work as listed in the current Davis-Bacon Wage rates.

The prevailing wage law does not prohibit payment of more than the general prevailing rate of wages.

**Records**

The selected Respondent and each Subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed, together with the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Owner.

Certified Payrolls are to be submitted to the City's Project Manager or their representative weekly.

**Penalty**

If the selected Respondent or any Subcontractor fails to comply with the prevailing wage law, he shall forfeit to Owner sixty dollars (\$60.00) per day for each laborer, workman, or mechanic who is paid less than the specified rate, pursuant to §2258.023 of the Texas Government Code.

**Hours of Labor**

The selected Respondent shall comply with all requirements of the hours of work on public works defined by Texas Government Code §650.001, including the latest amendments thereto, as an eight (8) hour work day. Violation of this provision is punishable by fine and imprisonment pursuant to §650.003 of the Texas Government Code.

**Veterans Preference**

Pursuant to Texas Government Code, §657.004, the selected Respondent shall give preference in employment to honorably discharged veterans who were engaged in the services of the United States in time of war or conflict and who are and have been citizens of Texas for not less than five (5) years.

**Prevailing Wage and Hour Decision**

Chapter 2258 of the Texas Government Code requires contractors and subcontractors performing work on public works contracts to pay wages at a rate consistent with the rate prevailing in the area. Under federal law, the United State Department of Labor is required to maintain a prevailing Wage and Hour decision for each geographical area. Compliance with the published decision meets the requirements of the Texas Government Code.

Additionally, all contractors and subcontractors must pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area.

If the Wage Decision lists fringe benefits, you must either provide the benefits or pay the hourly equivalent in cash in addition to the predetermined wage.

Labor classifications not appearing on the Wage Decision may be deferred to the U.S. Department of Labor (DOL) for approval.

The selected Respondent will be responsible for compliance with the applicable portion of Davis-Bacon and Related Acts and any such decision applicable at the timework is performed.

**Liquidated Damages**

The selected Contractor shall recognize that the time of performance is of the essence in this Agreement and that City will suffer financial loss if Work is not substantially complete within the time specified, plus any extensions thereof allowed. Both parties shall also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by City if Work is not substantially complete on time. Accordingly, instead of requiring such proof, City and Contractor shall agree that a reasonable estimate of liquidated damages for any delay (but not as a penalty) would be for Contractor to pay City One Hundred Dollars (\$100.00) for each calendar day that expires after the time specified in until Work is substantially complete.

**Performance and Payment Bonds**

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Respondent shall furnish bond(s) each in a penal sum of at least the full amount of the contract as awarded in the form included in the specifications, which secures the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the selected Respondent may become legally indebted for labor, materials, tools, equipment, or service, of any nature, employed or used by him in performing the work. Such bond(s) shall bear the same date as or a date subsequent to, the date of the contract and be in the name of the prime contractor.

On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

The failure of the successful Respondent to supply the required bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant based upon reasons determined adequate by the Owner, shall constitute a default, and the Owner may either award the contract to the next responsible bidder or re-advertise for bids or proposals, and may charge against the bidder the difference between the amount of the award and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount due exceeds the amount of the Security Guarantee.

Performance and Payment Bonds shall be delivered to the City's Project Manager.

**Proposed Contract Terms**

Any proposed maintenance contract shall be for a term of up to five years with an option to renew for an additional five years.

**Cancellation Agreement**

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

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

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

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**INSURANCE REQUIREMENTS**

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

**Insurance Requirements for Contractors Doing Business with the City of San Angelo**

The City of San Angelo requires contractors doing business with the City to provide the Risk Management Department with a Certificate of Insurance to confirm that they have insurance coverage in compliance with the City’s minimum requirements.

The minimum liability and workers compensation coverage required by the City are as follows:

Commercial General Liability:

Minimum Limits:	\$500,000 Each Occurrence
	\$500,000 Personal and Advertising Injury
	\$500,000 General Aggregate
	\$500,000 Products/Completed Operations Aggregate
	\$ 50,000 Fire Damage

Business Auto Liability for any auto:

Minimum Limits:	\$500,000.00 Combined Single Limits
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Workers Compensation:	WC	Statutory Limits
Minimum Limits:	EL	\$100,000 each accident
	Disease	\$100,000 each employee
	Disease \$	500,000 policy limit

**The certificate of insurance should indicate that the City of San Angelo is provided by endorsement a Waiver of Subrogation in favor of the City on all policies.**

**All insurance policies required herein shall be drawn in the name of Contractor. The City of San Angelo should be shown as an additional insured to include its employees, agents, and Council persons by endorsement on all policies except workers compensation.**

Written contracts will contain more detailed information regarding insurance requirements.

**Please provide your agent or broker with a copy of these requirements.**

If you have any questions concerning compliance with the City’s minimum insurance requirements, please call the Risk Management Department at (325)657-4359.

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## **PROPOSAL FORMAT**

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

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

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

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

#### **Proposal Format Instructions**

Proposal should be submitted in a three-ring binder or report cover and tabbed.

Each response should be organized in a fashion as outline below with sections labeled (not numbered):

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

Each response should be organized in a fashion as outlined below with sections labeled (not numbered):

- Tab 1 Table of Contents
- Tab 2 RFP Letter of Interest
- Tab 3 Executive Summary (no longer than 2 pages, No smaller than Ariel 10-point font)
- Tab 4 Price Proposal For Equipment And Installation  
List of proposed equipment and attach specifications.
- Tab 5 Contracts
  - Example of your standard maintenance agreement
- Tab 6 Vendor References
- Tab 7 RFP Required Forms
  - Addendum Acknowledgement
  - Completed Conflict Of Interest form (if applicable)
  - Completed Debarment and Suspension Certificate
  - Completed Certifications Form
  - Vendor Contact Information
  - IRS Form W-9

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**SELECTION PROCESS**

**Selection Committee**

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

- A.** The selection committee will consist of the following individuals:
  - 1. Anthony Wilson, Public Information Officer, City of San Angelo
  - 2. Brian Groves, Multimedia Coordinator, City of San Angelo
  - 3. Bryan Kendrick, City Clerk, City of San Angelo
  - 4. A.J. Deardorff, Network Analyst, City of San Angelo
  
- B.** The selection committee will evaluate all proposals that are submitted. Selection ratings will be based on 100-point scale. Ranking will be as reflected below:

**Criteria**

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

Quality of the proposed system.....	50 Points
Qualifications, experience, references.....	25 Points
Price .....	20 Points
Maintenance agreement.....	05 Points

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

**Selection, Negotiations & Award**

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

preparing for, traveling to and attending the interviews. The City reserves the right to accept or reject all or part of proposals.

## **ATTACHMENTS**

1. Wage and Benefit Schedule
2. Standard General Conditions
3. Existing Floor Plan and Equipment



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

## **SUBMISSION FORMS**

- RFP Letter Of Interest
- Addendum Acknowledgement
- Conflict Of Interest form
- Debarment and Suspension Certificate
- List of References
- Pricing Proposal
- Certifications
- Maintenance Rate/Fee Schedule

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**Letter of Interest**

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Date

**THIS FORM MUST BE RETURNED WITH THE PROPOSAL**

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

**Addendum Acknowledgement**

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

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

**THIS FORM MUST BE RETURNED WITH THE PROPOSAL**

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

## **NOTICE TO VENDORS**

### **Disclosure of Certain Relationships**

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

A current list of City of San Angelo and City of San Angelo Development Corporations officers is available in the office of the City of San Angelo City Clerk's office located in Room 201 of City Hall or on the City's website at <http://sanangelotexas.org>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo no later than the seventh (7<sup>th</sup>) business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

**By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Proposals, Request for 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 "Roger S. Banks".

Roger S. Banks  
Division Manager

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# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

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



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

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

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

**City of San Angelo City Council:**

Mayor: Dwain Morrison, Mayor

Councilmembers: Rodney Fleming, SMD 1  
Marty Self, SMD 2  
Johnny Silvas, SMD 3  
Don Vardeman, SMD 4  
Elizabeth Grindstaff, SMD5  
Charlotte Farmer, SMD 6

City Manager: Daniel Valenzuela

**City of San Angelo Development Corporation officers are:**

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

Executive Director: Roland Peña



**Debarment and Suspension Certification**

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

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Company

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Signature

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Printed Name & Title

---

Address

---

City, State Zip Code

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Date

**THIS FORM MUST BE RETURNED WITH THE PROPOSAL**

## Debarment and Suspension Certification

### INSTRUCTIONS

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



**List of References**

List at least three (3) references of similar scope and size giving company name, contact information, and term.

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

**REFERENCE FOUR**

Government/Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Period: \_\_\_\_\_

DO NOT SUBSTITUTE

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

**Price Proposal**

<b>Line</b>	<b>Description</b>	<b>Price</b>
1.	Audio/Visual Equipment	\$
2.	Turnkey Installation	
<b>Total Price</b>		<b>\$</b>

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Date

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**Maintenance Rates/Fees Worksheet**

<b>Line</b>	<b>Description</b>	<b>Proposed FEE</b>
<b>1</b>	<b>Mobile Trip Charge</b>	<b>\$</b>
Explain how charge is calculated:		
<b>2</b>	<b>Regular Hourly Shop Rate</b>	<b>\$</b>
Explain how it is calculated		
<b>3</b>	<b>Overtime Shop Rate</b>	<b>\$</b>
Explain how it is calculated		
<b>4.</b>	<b>Overnight Stay Rate</b>	<b>\$</b>
Explain how it is calculated		
<b>5.</b>	<b>Parts Discount</b>	<b>%</b>
Explain how it is calculated		
<b>6.</b>	<b>Length of Warranty for Repairs</b>	<b>days</b>

Other Attachments Required

- Attach a list of Preventative Maintenances Services available, a description of those services and proposed fees.
- Attach a list of Preventative Maintenances Services/inspections available, a description of those services and proposed fees.
- Attach a list of item-specific repairs, with a predetermined rate, a description of those services and fees.

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**CERTIFICATIONS  
(Negotiated Contracts)**

1. The RESPONDENT certifies to the best of its knowledge and belief, that it and its principals:
  - a) Have not within a three-year period preceding this proposal 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 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;
  - b) Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated in paragraph (1) (b) of this certification:
  - c) Have not within a three-year period preceding this proposal had one or more public transactions. terminated for cause or default; and
  - d) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.
  
2. The RESPONDENT further certifies to the best of its knowledge and belief, that it (or its surety, parent, or subsidiary companies) and its principals:
  - a) Does not currently have any claims against or are not currently involved in any litigation with the City of San Angelo.
  - b) Is not indebted to the City of San Angelo.
  
3. Where the RESPONDENT **is unable to certify to any of the statements in this certification, such** RESPONDENT shall attach an explanation to this certification.

Typed or Printed Name of Certifying Official	Date
Signature of Certifying Official	Title

This Form Must Be Returned With The Proposal

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**Contact Information**

**Please Print**

Contact Name:
Mailing Address:
City, State Zip Code:
Accounts Receivable Address
City, State Zip Code
Tax ID:
Payment Terms:
Telephone: <span style="float: right;">FAX:</span>
Email:

Attach W-9  
###

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