

**CITY OF SAN ANGELO  
REQUEST FOR PROPOSALS**

**RFP No: VM-04-14**

**Vehicle Maintenance Division  
Fleet Parts and Supply Management**

**RFP SUBMITTAL DEADLINE**

**April 9, 2014, 2:00 PM Local Time**



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



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## 1. SCOPE OF SERVICES

The City of San Angelo is accepting proposals from qualified firms to contract for a turnkey on-site parts facility for fleet vehicles and equipment maintenance in accordance with the requirements specified herein and including all provisions set forth in the accompanying documentation.

The selected contractor shall provide personnel, management, parts, and supplies necessary to run an efficient and effective **on-site** parts operation that covers all hours worked by each facility, including overtime due to peak demand and emergency operations. The contractor shall also be responsible for all wages, taxes, fringe benefits and training of these employees. All parts, (including tires and batteries) necessary to maintain, repair and operate fleet vehicles (**to include automobile, light, medium and heavy trucks, heavy machinery, police, fire, sewer, and other emergency equipment**). Contractor and the Superintendent of Vehicle Maintenance shall have monthly status meetings. If necessary, these status meetings may be held more frequently.

## 2. Pre-Proposal Conference

A **mandatory** Pre-Proposal conference will be held on, **Friday 21, 2014, at 10:00 A.M.**, in Conference Room 202, at 72 West College, San Angelo, Texas. Representatives of the City will discuss the project and answer questions regarding Proposal procedures.

## 3. Document, Plans and Specifications Availability

Contract documents, including plans and specifications are available and may be examined without charge in the Purchasing Department, Room 330, City Hall, San Angelo, Texas. Proposal documents also viewed and downloaded at no charge at:

- <http://www.cosatx.us>
- Departments and Services
- Purchasing
- Bid Information
- RFP No: FC-01-14/ Fort Concho Stables HVAC Installation

### Digital Format

If Respondents obtained the proposal documents and specifications in digital format for submission preparation, the submission must be presented in hard copy according to the instructions. If, in its response, a Respondent makes any changes whatsoever to the published specifications, the specifications as published shall control. Furthermore, if an alteration of any kind to the proposal documents is discovered after the contract is executed and is or is not being performed the contract is subject to immediate cancellation without recourse.

## 4. OVERVIEW

The City of San Angelo owns and maintains approximately 727 vehicles and pieces of equipment. The City currently has an in-house parts room operation with a parts inventory worth approximately \$110,000. The majority of parts requirements are met through awards to local dealerships and parts vendors. The City maintains the fleet by performing repair actions both in-house and through outside vendors. A list detailing our vehicle and equipment inventory has been included as Attachment A.

## 5. GENERAL PARTS INFORMATION

Original Equipment quality parts, supplies, and equipment or the equivalent or better are required. It is expected that the contracted vendor will be able to provide all of the parts required. However, the City of San Angelo reserves the right to purchase parts and other supplies the contractor, within the time frames specified, cannot provide, or that do not meet Original Equipment quality, or that are deemed inferior or unacceptable by the fleet facility. The City further requires that in every application where reasonable and acceptable, the contractor provide retread, rebuilt, refurbished, recycled, or re-refined products that meet or exceed OEM, SAE, UL, Mil-Spec, ANSI, NFPA or other industry quality standard. The City reserves the right, over the course of the contract period, to determine which products must be new, refurbished, recycled, or retread. The contractor shall also accept industry standard cores for rebuilding where the parts are acceptable as core exchanges, including water pumps, carburetors, pumps, alternators, starters, engine blocks, etc. The Vehicle Maintenance Department will work with the contractor throughout the contract period to determine parts, supplies and equipment to carry in inventory. The Vehicle Maintenance Department reserves the right to require the contractor to stock items from other vendors (such as specific name brand parts not available through the contractor but preferred by the City). This determination may be based upon usage, fleet size, and need of the part(s), ordering, turnaround time, or any combination of these factors.

## 6. VENDOR REQUIREMENTS

- A. The contractor shall have access to and control over sufficient inventory provided either by the contractor's on-site or off-site stock, its own warehouse, original equipment manufacturer and/or by negotiation with one or several local parts operations to furnish 90% of the parts requirements on demand and 95% of the parts requirements within two hours of demand. The contractor shall evaluate the usage history of the current inventory of vehicle parts and thereafter on a monthly basis to identify those that should be removed from stock, added to stock, and to determine the stocking levels of those that should remain in stock. The contractor shall adhere to the stock reorder plan detailed in their proposal. Prompt response time to parts requested is crucial to establish and maintain a high level of maintenance shop productivity. The contractor, shall be responsible for the hiring, staffing, promoting, transferring and dismissal of any person employed in the performance of the resulting contract. The City reserves the right to approve or deny any changes to staffing made by the contractor. The contractor shall also be responsible for all wages, taxes, fringe benefits and training of these employees.
- B. The contractor must purchase any existing Vehicle Maintenance inventory, as determined at the start of the agreement, at original Vehicle Maintenance cost, and issue the City of San Angelo payment for said inventory. If a contract is awarded as a result of this request, Vehicle Maintenance and the successful contractor shall conduct an inventory of the then existing Vehicle Maintenance parts inventory. At the termination of this Agreement, any then-existing inventory will be repurchased by the City at contractor's cost.
- C. The contractor shall provide stock and non-stock original equipment parts, supplies and equipment, or aftermarket items in equal or higher quality. All hydraulic equipment, components and parts must meet JIC, SAE, and NFPA specifications. The City reserves the right to inspect the quality of materials, supplies, and equipment proposed to be furnished and to reject any item(s) deemed not to meet original equipment standards and performance. All such items provided by the selected contractor for resale will remain the property of the contractor until such item(s) are issued to the City. At its discretion, the City may elect to purchase and maintain ownership of certain specialized items. The City reserves the right to purchase parts and/or services from other sources if the contractor cannot

obtain the desired part(s) by start of business the day following request and, in emergency situations, to procure parts immediately, if the contractor cannot supply the part(s) in an acceptable time frame.

- D. The contractor shall not issue parts or supplies to City personnel without proper work order/parts requisition. The contractor shall give a receipt containing specific information, identified by Vehicle Maintenance, with items delivered to the City's employee for each work order/parts requisition. A second copy of the receipt will be given to the Vehicle Maintenance administration section.

The receipt shall contain specific tracking information, i.e., equipment number, reference number, receiving employee's name, legible signature(s), part quantities, part number, part description, price detail and any other data deemed necessary for effective accounting tracking. A duplicate of each transaction must be provided with the billing for verification of accounting transactions.

- E. The contractor shall maintain warranty records of items sold to the City and issue any credits, including labor and parts, due the City that are covered under these warranties.
- F. All items must include full manufacturer's warranties and guarantees. The contractor must guarantee all items purchased for equipment repair and maintenance applications will fit the intended application and further guarantee that the product will work on the intended application. On-site replacement for defective, inferior, or non-fit items must be guaranteed.
- G. The contractor shall use current state of the art computer hardware and software to control and report on its operations. The computer system shall be capable of, but not limited to, providing on-line information on the Parts facility inventory and other contractor owned inventories, monitoring and reporting the status of parts on hand, parts on order, parts on back order, usage of parts and services, costs, billing information and historical data on vehicles and equipment. This information will be made available to the Superintendent of Vehicle Maintenance to assure a cost effective operation.
- H. The contractor shall provide comprehensive activity reports from its computer database on a weekly basis. Some activity items, such as, but not limited to, lost sales, back orders and number-of-days on order will be required at times. The City reserves the right to require any information considered necessary to monitor the contractor's operation and to receive them on whatever frequency needed (i.e. daily, weekly or monthly).
- I. The contractor shall be responsible for the cost of interfacing their parts system into the City's HTE (SunGard software) computer system and any implemented system for the remainder of the contract. The initial interface shall be accomplished at the time of startup. If the contractor changes or upgrades the computer equipment or system, contractor is responsible for maintaining interface. Documentation from HTE to the effect that they, HTE, will be able to provide an interface between HTE and the successful Proposers automated system is to be provided with proposal documents.
- J. The contractor must provide City with a copy of its regulations and policies concerning employee conduct.
- K. The contractor or the contractor's employees shall direct any comments, questions or concerns during the course of the resulting contract to the Superintendent of Vehicle Maintenance.
- L. The City will provide adequate and secure operations and storage area to the contractor free of charge. This will include heat, electricity, water, desks, phone service, terminals and printers for the

City's computer system, restroom and other such facilities and services that may be mutually agreeable.

- M. Any required change in the physical layout of the parts room should be indicated in the proposal.
- N. The contractor will provide specialized equipment such as terminals and printers for contractor's computer system, office machines, file cabinets, shop equipment, vehicles and other facilities and services that may be mutually agreeable.
- O. No City employees nor any other individual or private enterprise shall be allowed to purchase parts or supplies from the on-site parts store. No parts shall be issued for personal use. Nothing herein however should prevent the contractor from transferring parts stock from one fleet facility shop to another to meet immediate needs of a participating agency fleets.
- P. Operations, stock, facilities and management from the on-site parts store are to be prioritized for the City fleet facilities needs outlined herein.
- Q. The contractor may, at the City's discretion, provide parts and supplies to other city departments for City use only. The contractor may have opportunities to sell parts and supplies to outside customers (i.e. School, Transit) only if approved by the Superintendent of Vehicle Maintenance. Priority must be given to City fleet staff at all times to ensure efficient fleet operations.
- R. The contractor shall exercise total control over and responsibility for the facility. No one may enter the facility without the permission of the contractor's management personnel. City will retain access to the general area for routine maintenance and emergency repairs on the building or the building systems. The contractor will be granted access to the facility during non-operations hours whenever necessary to perform such activities that cannot be done during operational hours.
- S. The contractor shall be responsible for all costs associated with providing inventory, pickup/delivery, personnel and administrative overhead to operate the facility. The contractor shall define the cost accounting methodology to be used to recover these costs. Upon request, the contractor shall provide the City with current verifiable price schedules of parts/supplies purchased during the contract period.
- T. The contractor will provide weekly reports to the City that includes parts purchased in the preceding week. The report shall contain a complete account of all activity for the week. Additionally, the report shall contain the cost of all parts sold to the City, cost of transportation and special shipping for special order requests on direct charge and/or non-stock items as specified in the resulting contract. The City is not to be charged freight on stock parts or parts available from contractor's normal distribution system. The report should show parts costs in an easily verifiable way as according to the contractor's proposal. Invoices will be paid by the City on a monthly basis.
- U. The contractor will document all charges associated with staffing and other applicable items on the terms and conditions as specified in the resulting contract and will invoice the City for these charges on a calendar month basis no later than the first week following the end of the calendar month. Any modifications to these periods must have prior approval by the Superintendent of Vehicle Maintenance. The contractor is required to provide backup documentation for all charges invoiced.
- V. The contractor will have the responsibility for providing insurance on the inventory for all casualties, including but not limited to theft and/or fire. Contractor shall name the City as an additional insured and waive any rights of subrogation against the City on any such policies. However, regardless of whether contractor obtains insurance as provided herein, Contractor shall bear all responsibility of risk of loss on the inventory.



## 7. RESTRICTIONS ON COMMUNICATION

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

Exceptions to the Restrictions on Communication with City employees include:

1. Respondents may submit written questions concerning this RFP to the Purchasing Division until 3:00 p.m., Local Time, March 28, 2014. Questions received after the stated deadline may not be answered. It is suggested that all questions be sent by email to:

Purchasing Division  
Email: [sapurch@cosatx.us](mailto:sapurch@cosatx.us)

Questions submitted and the City’s responses will be posted in the form of an Addendum to the City's web site at [www.cosatx.us](http://www.cosatx.us). Respondent is responsible for calling the City to determine if any addendums have been issued prior to their submittal.

2. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.
  3. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date.
- B. The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process.
- C. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

## 8. TERM OF CONTRACT

The initial contract shall be for a period of three (3) years. The City of San Angelo reserves the right to renew this contract for one additional three (3) year term by providing 120 written notice prior to contract expiration.

The City of San Angelo reserves the right to cancel this contract at any time.

## 9. LIQUIDATED DAMAGES

The City may withhold payment from the successful respondent in the amounts specified below as administrative charges for failure to fulfill its obligations. Liquidated Damages are at the discretion of, and are to be assessed by, the Superintendent of Vehicle Maintenance.

- A. Failure to maintain 90 percent parts requirement on demand: \$1000 for each month, evaluated monthly
- B. Failure to maintain a 95 percent parts requirement within two hours: \$1000 for each month, evaluated monthly, to be in addition to "A. Failure to maintain 90 percent parts requirement on demand".
- C. Failure to provide parts meeting vehicle manufacturer specification: \$100 per incident
- D. Failure to credit warranty, core deposits or returns within the current billing cycle: \$25 per incident for not crediting monthly invoice within the month the item was returned
- E. Failure to maintain operational hours according to contract: \$200 per hour, not to exceed \$1000 per day that respondent is unable to fulfill agreed operational hours
- F. Failure to provide reports outlined herein or any requested reports within 48 hours: \$25 per report
- G. Abandonment of Contract without notification as outlined herein: \$10,000

## 10. FUNDING

The City of San Angelo is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which current funding are not available.

## 11. DEADLINE AND DELIVERY LOCATION

### Deadline

Sealed RFP submittals must be received and time stamped by **April 9, 2014, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time.

Responses received later than the specified and date will not be considered

### Proposal Copies

Submit one (1) original and five (5) complete hard copies in three-ring binders and one (1) copy in PDF format on CD or USB flash drive.

### Sealed Envelope/Container Addressing

- Top Left Hand Corner: Business Name and Address
- Lower Right Hand Corner: "RFP NO. VM-04-14/Fleet Parts & Supplies Mgt"

**Delivery Instructions**

Place sealed envelope in a delivery container addressed to:

USPS Delivery Address: City of San Angelo  
Purchasing Division  
72 West College Avenue  
San Angelo Texas, 76903

Delivery Service (Fedex, UPS, etc.) Address: City of San Angelo  
Purchasing Division, Suite 330  
72 West College Avenue  
San Angelo Texas, 76903

Note: Ensure delivery container is marked, "Sealed RFP Enclosed"

**Points Of Contact**

Roger Banks, Division Manager  
Purchasing Division  
City of San Angelo  
72 West College Avenue  
San Angelo Texas, 76903  
Email: sapurch@cosatx.us  
Telephone: (325) 657-4219

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

**12. SUBMISSION OF PROPOSALS**

- A. Proposal Format: Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper with original placed inside a three ring binder and each copy to be securely bound in a more economical fashion (i.e. – heat bond, spiral bond, etc.) The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 10-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response for RFP Attachments A-I may not exceed 25 pages in length. Electronic files, websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFP, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.
- B. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles"

will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Chief of the Fire Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

- C. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- D. All proposals become the property of the City upon receipt and will not be returned.
- E. All proposals submitted shall remain confidential. However, 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.

Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-proposal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

### 13. PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, tabbed and noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

- TABLE OF CONTENTS
- TAB 1 – TRANSMITTAL LETTER: See Attached form
- TAB 2 – MANAGEMENT SUMMARY

Include a narrative description of the proposed offer and list of services that will be rendered.

- TAB 3 – PROJECT APPROACH:

Describe in narrative form the technical plan for accomplishing the work and the service that will be provided under section titled **Vendor Requirements**. Include time frames from award of contract to full service operation, the resource requirements you anticipate from Vehicle Maintenance staff and equipment and other capabilities that your firm possesses. Include

proposed level of inventory in terms of percent of request filled on demand and by start of business the day following request, accessibility to inventory in remote locations, stock reorder plan, delivery response times, computer system description, implementation plan, and any other information that impacts your firm's ability to provide the service outlines in this Request for Proposal. Include suggested additions to the requested operation outlined in this RFP for consideration. Note the unique relationships your company may have with other vendors and distributors of parts, supplies, specialty equipment, etc. Provide information on your computer system's ability to interface with the City's HTE work order system. Also, include a summary of other work order systems that you have the ability to work with (such as AssetWorks, Emaint, Maintenance 5000, or others).

- **TAB 4 – COMPANY BACKGROUND**

This section shall include a statement defining how long it has been in business, company size, and any program(s) of this type currently involved in.

- **TAB 5 – REFERENCES**

Provide a minimum of three (3) references for other businesses or government entities where you are providing this type of service. Please use the form included in this RFP.

- **TAB 6 – PROPOSAL ACKNOWLEDGEMENT FORMS**

This section shall include the following completed acknowledgement forms.

1. Conflict of Interest Questionnaire
2. Debarment & Suspension Certification

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

## **14. EVALUATION CRITERIA**

### **General**

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Angelo City Council.

### **Evaluation Criteria**

- A. Management Summary (15 points)
- B. Proposed Approach (25 points)
- C. Company Background and Experience (20 points)
- D. Price (20points)
- E. Software integration capabilities (20 points)

### **15. AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

- A. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- B. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- C. City reserves the right to accept or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- D. City will require the selected Respondent(s) to execute a contract with the City, No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- E. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- F. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

## 16. INSURANCE & INDEMNIFICATION REQUIREMENTS

### 1. INDEMNIFICATION.

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

1.3 PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS CONTRACT SHALL SURVIVE THE EXPIRATION OF THIS CONTRACT AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS CONTRACT BUT THEREAFTER SO LONG AS ANY LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR CLOSURE AND POST CLOSURE COSTS) COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF CONTRACTOR IN PERFORMING UNDER THIS CONTRACT.

### 2. INSURANCE.

2.1 GENERAL CONDITIONS. The following conditions shall apply

To all insurance policies obtained by Contractor for the purpose of complying with this Contract. The City reserves the right to review the insurance requirements during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon circumstances surrounding this Contract. It is understood and agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Angelo for liability or damage arising out of the operations under this Contract.

- 2.1.1 Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.
- 2.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Contractor, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.
- 2.1.3 Waiver of Subrogation. Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.
- 2.1.4 Certificates of Insurance. At or before the time of execution of this Contract, Contractor shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Contractor and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 W. College, San Angelo, Texas 76903.
- 2.1.5 Contractor's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Contractor's liability or as a full performance on its part of the indemnification provisions of this Contract. Contractor's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.
- 2.1.6 Sub-Contractors' Insurance. Contractor shall cause each Sub-Contractor and Sub-Sub-Contractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require Subcontractors and Sub-subcontractors to furnish copies of certificates of insurance to Contractor's Risk Manager evidencing coverage for each Sub-Contractor and Sub-Sub-Contractor.
- 2.2 Types and Amounts of Insurance Required. Contractor shall obtain and continuously maintain in effect at all times during the term hereof, at Contractor's sole expense, insurance coverages as follows with limits not less than those set forth below:
- 2.2.1 Commercial General Liability. This policy shall be an occurrence-type policy and shall protect the Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Contractor's employees) and damage to property of the City or others arising out of the act or omission of the Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by



Contractor under the paragraph of this Contract entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage shall 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
\$ 500,000.00	Fire Damage (any one fire)

2.2.3 Workers' Compensation and Employer's Liability. If Contractor hires any employees, Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Contractor against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$ 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

2.2.4 Commercial Property Insurance. This insurance shall be an all-risk, replacement cost, occurrence-type policy equal to the value of the Premises occupied by the Contractor and the full value of its contents and equipment. It shall be maintained by Contractor as long as Contractor occupies the Premises.

## 17. Attachment A- Asset Listing

See separate Excel document for listing of Assets

## 18. RFP SUBMITTAL ATTACHMENTS

THE DOCUMENTS THAT FOLLOW MUST BE COMPLETED BY RESPONDENT AND INCLUDED WITH RESPONDENT'S PROPOSAL.

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**REFERENCES**

Provide three (3) municipality references, that Respondent has provided similar services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

**Reference No. 1:**

Firm/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

Date and Type of Service(s) Provided: \_\_\_\_\_

**Reference No. 2:**

Firm/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

Date and Type of Service(s) Provided: \_\_\_\_\_

THIS FORM MUST BE RETURNED WITH THE PROPOSAL

**Reference No. 3:**

Firm/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

Date and Type of Service(s) Provided: \_\_\_\_\_

**Reference No. 4:**

Firm/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

Date and Type of Service(s) Provided: \_\_\_\_\_

THIS FORM MUST BE RETURNED WITH THE PROPOSAL



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

## **Disclosure of Certain Relationships**

### **NOTICE TO VENDORS**

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

A current list of City of San Angelo officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://sanangelotexas.org>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with the City, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Roger S. Banks, Division Manager  
Purchasing Division

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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

THIS FORM MUST BE RETURNED WITH THE PROPOSAL

Adopted 06/29/2007

**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
- H.R. Wardlaw, III, 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





**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.

*Note: Agents must provide evidence of authority to bind corporation.*

\_\_\_\_\_  
Company

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

THIS FORM MUST BE RETURNED WITH THE PROPOSAL

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**Letter of Transmittal**

**To be submitted with Respondent's Proposal in TAB 1**

The undersigned certifies that (s) he is authorized to submit this proposal on behalf of the entity named below:

\_\_\_\_\_  
Respondent Entity Name

\_\_\_\_\_  
Co-Respondent Entity Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Title

TAX ID Number (Attach IRS W-9 Form): \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Telephone No: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

By signature(s) above, Respondent(s) agrees to the following:

1. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements..
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.
4. To comply with the Communication Restriction that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item. The undersigned firm submits the following information (this RFP submittal)
5. Completed Conflict Of Interest and the Debarment & Suspension forms

6. Respondent understands that they are responsible for calling the City or checking the City's website to determine if any addendums have been issued.
7. Respondent also understands that the City is not bound to select any firm for the final pre-qualified list and may reject any responses submitted.
8. 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 firm, and that the required materials to be submitted will become the property of the City and will not be returned.

THIS FORM MUST BE RETURNED WITH THE PROPOSAL

9. City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFP. Firm accepts all terms of the RFP submittal process by signing this letter of interest and making the RFP submittal.
10. This RFP shall be governed by and construed in all respects according to the laws of the State of Texas.
11. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

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**Addendum Acknowledgement**

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

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

Please Print

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

THIS FORM MUST BE RETURNED WITH THE PROPOSAL

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**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 t he 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!*

*Intentionally Left Blank*

###