

REQUEST FOR BID
CITY OF SAN ANGELO

**San Angelo Regional Airport
Lease of Hangar**

RFB No.: AP-01-15



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

RFB SUBMITTAL DEADLINE
May 20, 2015 2:00 P.M. Local Time

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CITY OF SAN ANGELO

PURCHASING DIVISION
72 West College Ave, San Angelo, Texas 76902
Telephone: (325) 657-4219 or (325) 657-4220

INTRODUCTION

The City seeks bids for a month to month lease of a hangar, formerly known as South AMCOM Hangar, with an interior space of 120 foot by 200 foot (120' x 200') – approximately 24,000 square feet of space – located at 8534 Hangar Road, San Angelo Regional Airport – Mathis Field. This space may be leased for aircraft storage only.

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

Document Availability

Bid 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 Bid is also available at <http://www.cosatx.us>. The bid documents may be found by following the link:

Departments & Services >Purchasing >Bid Information >AP-01-15

Digital Format

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

Restriction of Communication

Respondents should not communicate with: 1) elected City officials and their staff regarding the RFB or Bids from the time the RFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFB 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 RFB and/or Bid submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's bid from consideration.

Respondents may provide responses to questions asked of them after responses are received and opened.

No Bid Instructions

If for any reason, you are not submitting a bid/proposal, please complete the **NO BID REPLY** form, located in the Bid Forms section, and return the form to the City either by mail or by email to sapurch@cosatx.us in order to remain on the bidders list.



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Interpretations

All questions about the meaning or intent of this RFB shall be submitted to the Purchasing Division via email sapurch@cosatx.us or in writing. Please include the RFB Number and Title in the subject line. Questions received less than seven (7) days prior to the submission deadline will not be answered.

Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

Addenda

Should RFB 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.

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 RFB. It is the Respondents' responsibility to ensure all addendums have been considered prior to Responding. Respondents must review all addendums and complete, sign and include the Addendum Acknowledgement form with their RFB.

Rejection of Bid

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

Acceptance of Bid Content

Before submitting a bid, 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 bid will rely. If the Respondent receives an offer because of its bid, 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.

Authorized Signature

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

Modification or Withdrawal of Bids

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

Prices

Bidder is to quote its best price offer. Pricing shall be entered on the Bid Sheet in ink or typewritten.

Equal Employment Opportunity

The City is an equal opportunity employer. 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.

Bid Term

Bid shall be in effect for at least 120 days from the submission date.

Late Bids

Bids received after the bidding deadline, regardless of the mode of delivery, will be not be considered.



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Points of Contact

Julia Antilley, Purchasing Manager

Purchasing Department
City of San Angelo
72 West College Avenue, Suite 330
San Angelo, Texas 76903
sapurch@cosatx.us
325-657-4220

Luis Elguezabal, A.A.E., Airport Director

San Angelo Regional Airport
City of San Angelo
8618 Terminal Circle, Suite-101
San Angelo, Texas 76904

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DEADLINE AND DELIVERY LOCATION

Deadline

Sealed submittals must be received and time stamped by **May 20, 2015, 2:00 P.M.**, Local Time. The clock located in Purchasing will be the official time.

Faxed or electronically transmitted RFB submittals will not be accepted.

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

Copies

Please submit one (1) original, one (1) unbound copy and one (1) copy in PDF format on USB flash drive of all bid documents, including questionnaire.

Sealed Container Addressing

- Lower Left Hand Corner: *"RFB: AP-01-15/Lease of Hangar"*
- Top Left Hand Corner: *Enter your company name and address.*

Delivery Addresses

USPS: Purchasing Department
RFB: AP-01-15/ Lease of Hangar
City of San Angelo
72 West College Avenue
San Angelo, Texas 76903

Delivery Services (FedEx, UPS, etc): Purchasing Department
RFB: AP-01-15/ Lease of Hangar
City of San Angelo
72 West College Avenue, Suite 330
San Angelo, Texas 76903

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



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SCOPE OF SERVICES REQUESTED

General Specifications

At a minimum a bid must include the following elements. A bid that does not address or that inadequately addresses, the following elements will be deemed non-responsive, and not considered.

Description of Services

- Disclose any environmentally sensitive products, materials or activities that will need to be handled, sold, transported, or otherwise used or associated with the business. What permits, licenses, certifications or other qualifications does the applicant have in this capacity?

Lease Terms

The lease will be drafted by the City Attorney's Office. If Proposer objects to any of the lease terms described in this RFB, it must take written exception in the bid, or such objections shall be deemed to be waived. Please note that taking exception to lease terms may affect the viability of the bid.

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 bid, 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, Risk Manager at (325) 657-4359**.

1. INSURANCE.

1.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Tenant for the purpose of complying with this Lease.

1.1.1 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.

1.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Tenant, 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.

1.1.3 Waiver of Subrogation. Tenant 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. Landlord shall waive all claims against Tenant for damages covered normally by Fire and Casualty damage insurance with standard extended coverage.

1.1.4 Certificates of Insurance. At or before the time of execution of this Lease, Tenant shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Tenant and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Copies of required endorsements will be attached to the certificates to confirm the required endorsements are in effect. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 West College or P.O. Box 1751, San Angelo, Texas 76903.

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

1.1.6 Sub lessees' Insurance. Tenant shall cause each Sub lessee of Tenant to purchase and maintain insurance of the types and in the amounts specified below. Tenant shall require Sub lessees to furnish copies of certificates of insurance to Landlord's Risk Management Department evidencing coverage for each Sub lessee.

1.2 Types and Amounts of Insurance Required. Tenant shall obtain and continuously maintain in effect at all times during the term hereof, at Tenant's sole expense, insurance coverages on a primary basis, non-contributory with any other insurance coverage, as follows with limits not less than those set forth below:

1.2.1 Commercial General Liability (CGL) or equivalent Aviation Liability. This policy shall be an occurrence-type policy and shall protect the Tenant and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Tenant's employees) and damage to property of the City or others



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arising out of the act or omission of the Tenant or its agents and employees. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under the Lease or liability arising from pollution, explosion, collapse, underground property damage, or damage to the premises or improvements. This policy shall also include protection against claims for the contractual liability assumed by Tenant under the parts of this Lease entitled "Indemnification" and "Environmental 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:

\$ 2,000,000.00 General Aggregate
\$ 1,000,000.00 Products- Completed Operations Aggregate
\$ 1,000,000.00 Personal & Advertising Injury
\$ 1,000,000.00 Each Occurrence
\$ 500,000.00 Fire Damage (any one fire)

1.2.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Tenant and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the Premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall not be less than:

\$ 1,000,000.00 Combined Single Limit

1.2.3 Comprehensive Aircraft Liability. This policy shall be an occurrence-type policy, written in comprehensive form and shall protect Tenant and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Tenant's employees) and damage to property of Landlord or others arising out of the act or omission of the Tenant or Tenant's agents and employees. This policy shall also include protection against claims normally insured by personal injury liability coverage and claims pertaining to: the contractual liability assumed by Tenant under the paragraph of this Lease entitled "Indemnification", completed operations, products liability, contractual liability, leased premises/operations, and independent contractors and shall include broad form property coverage. Coverage shall remain in force for two years after termination of this Lease and shall be as follows:

\$ 500,000.00 Each Passenger
\$2,000,000.00 Each Occurrence

1.2.4 Workers' Compensation and Employer's Liability. If Tenant hires any employees, Tenant shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Tenant 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 - Policy Limit
\$ 500,000.00	Employer's Liability, Disease – Each Employee

The foregoing requirement will not be applicable if, and so long as, Tenant qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Texas and furnishes evidence of such qualification to Landlord in accordance with the notice provisions of this Lease.



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

1.2.5 Environmental Liability. This insurance shall be maintained in force for the full period of this Contract and cover losses caused by pollution conditions including, but not limited to, any spill, underground pollution or any other environmental impairment. It shall apply to bodily injury; (including death) property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; including, but not limited to, any costs required under CERCLA; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If coverage is written on a claims made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the Contract has expired. Coverage shall not be less than:

\$1,000,000.00 Per Loss
\$2,000,000.00 Annual Aggregate

2. INDEMNIFICATION.

2.1 GENERAL INDEMNIFICATION. TENANT AGREES TO INDEMNIFY, DEFEND, REIMBURSE 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 TENANT 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 TENANT, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF TENANT AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS LEASE OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY TENANT HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS LEASE AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE TENANT TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

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72 West College Ave, San Angelo, Texas 76902

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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 RFB 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 bids.



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ATTACHMENTS

- A. Survey of Property
- B. Photos of Property

SUBMISSION FORMS

Submit: One (1) unbound original (binder clips acceptable), one (1) bound copy (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required bid forms.

Please submit all bid forms in the following order:

- Bid Sheet **(Required)**
- Attach IRS Form W-9 **(Required)**
- Letter of Interest **(Required)**
- Sign and attach the Addendum Acknowledgment Form **(If applicable)**.
- Conflict of Interest Questionnaire **(Required)**
- Suspension and Debarment form **(Required)**
- All forms/documents as specified



CITY OF SAN ANGELO
 PURCHASING DIVISION
 72 West College Ave, San Angelo, Texas 76902
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BID SHEET
RFB No: AP-01-15

The Respondent is responsible for verifying if any addendums have been issued prior to submitting a bid and that the bid reflects any changes or modifications created by any addendum(s).

Property Address	MINIMUM BID	BID AMOUNT
8534 Hangar Road	\$2,500.00/month	\$ /month
Required Bid Security: \$500.00	Enter Money Order/Certified Check Number:	

Note: BID(S) THAT DO NOT INCLUDE A BID SECURITY OF \$500.00 WILL BE CONSIDERED NON-RESPONSIVE. BID SECURITY MUST BE IN THE SAME NAME AS THE BID DOCUMENTATION.

Authorized Signature/Contact Information

Firm Name: _____

Mailing Address: _____

City, State Zip Code: _____

Authorized Signature: _____

Print Name: _____ Date: _____

Tax ID/SS # (Attach IRS W-9 form): _____

Payment Terms: _____

Telephone: _____ FAX: _____

Email: _____

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



Letter of Interest

The undersigned firm submits the following information in response to Request for Bid (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 bid.
- Respondent also understands that the City is not bound to select any bids for the final pre-qualified list and may reject any RFB submittal that the City receives.
- Respondent further understands that all costs and expenses incurred by it in preparing this RFB and participating in this process will be borne solely by the respondent, and that the RFB 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 RFB and accepts all terms of the RFB submittal process by signing this letter of interest and making the RFB submittal.
- The respondent certifies, by submission of this bid 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 RFB shall be binding on the Respondent for 120 calendar days following the specified opening date. Any bid for which the respondent specifies a shorter acceptance period may be rejected.

This RFB 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 BID



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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 _____

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

THIS FORM MUST BE RETURNED WITH BID

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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/conflictforms.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 (7th) business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Bids, Request for RFBs, 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 blue ink, appearing to read "Julia Antilley".

Julia Antilley
Division Manager

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

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
P.O. Box 1751, San Angelo, Texas 76902
Tel: (325) 657-4220 or 657-4212

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised 8/6/14)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Vendors who submit bids), 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 bid.

Company

Signature

Printed Name & Title

Address

City, State Zip Code

Date

THIS FORM MUST BE RETURNED WITH BID



CITY OF SAN ANGELO

PURCHASING DIVISION

72 West College Ave, San Angelo, Texas 76902

Telephone: (325) 657-4219 or (325) 657-4220

Debarment and Suspension Certification

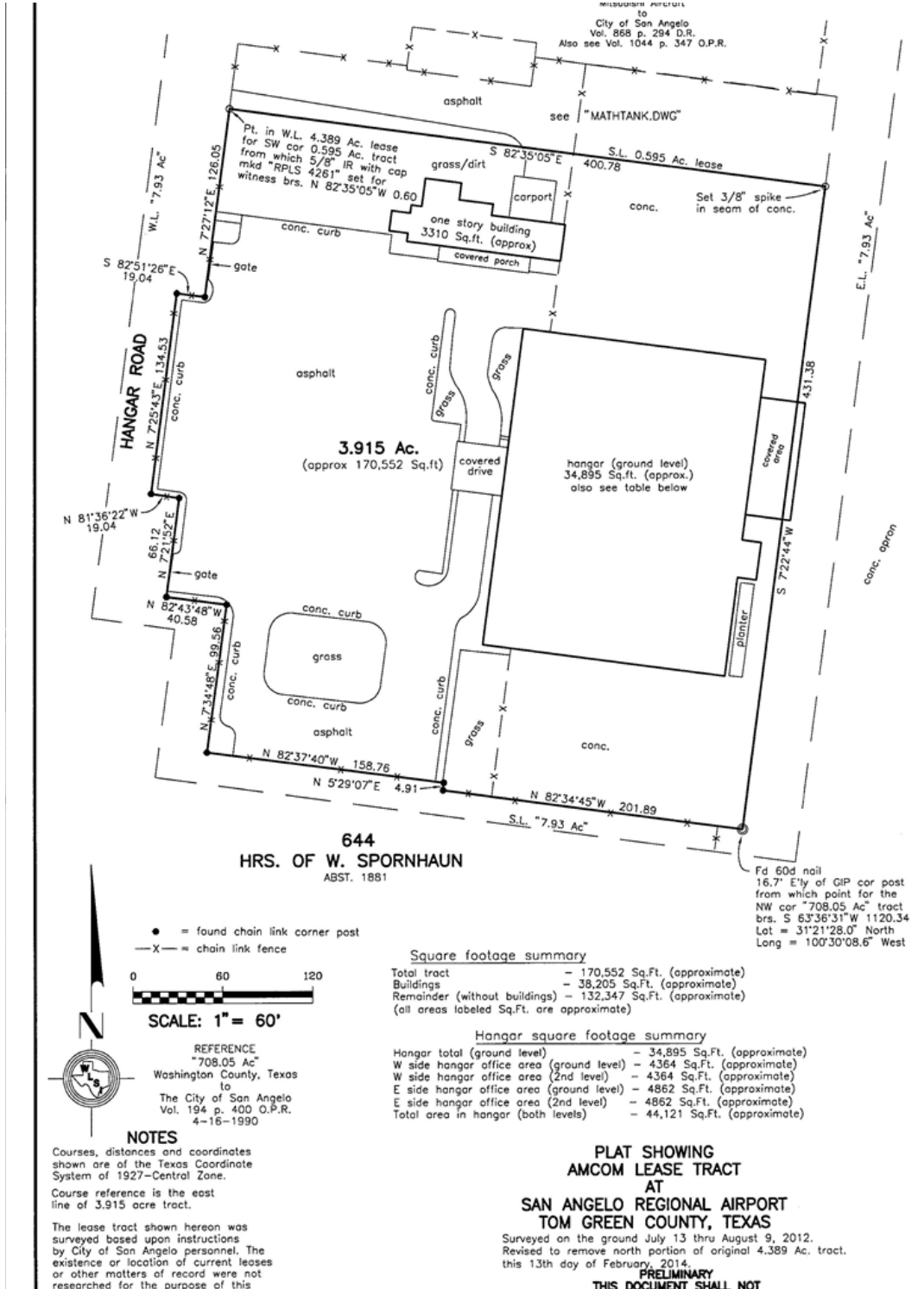
INSTRUCTIONS

1. By signing and submitting this bid, the prospective participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective participant shall provide immediate written notice to the City of San Angelo to which this bid 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," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective participant agrees by submitting this bid that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective participant further agrees by submitting this bid 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.



ADDITIONAL PROPERTY INFORMATION

Survey of Property





CITY OF SAN ANGELO

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Photos of Property





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If electing not to bid, please fill in and return the form below:

No Bid Reply Form: AP-01-15

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 in order to remain in our database for these types of products or services.

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

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

PLEASE PRINT

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

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

- () 1. We are not interested in selling through the bid process.
- () 2. We are unable to prepare the bid form in time to meet the due date.
- () 3. We do not wish to bid under the terms and conditions of the Request for Bid/Proposal.
 OBJECTIONS: _____

- () 4. We do not feel we can be competitive.
- () 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- () 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: _____

- () 7. We do not sell the items or provide the services requested.
- () 8. Other: _____

Firm _____
 Signed _____
 Date _____

Thank you for your assistance!