

CITY OF SAN ANGELO REQUEST FOR PROPOSAL

Public Information

Television Studio

RFP No. PI-01-18



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

RFP SUBMITTAL DEADLINE
February 2, 2018, 2:00 P.M. Local Time

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INTRODUCTION

General

The City of San Angelo is requesting proposals from established, qualified companies that specialize in designing, constructing and equipping television studios. Proposals will relate to the development of a studio in the City Hall Annex, 301 W. Beauregard Ave., San Angelo, Texas. Proposals must include a comprehensive and integrated system of audio-visual technology that enhances video productions broadcast on the City's government access television channel and posted on the Internet. The system must produce video files compatible with the Public Information Office's television channel server.

Estimated Budget/Completion Time

The project is expected to cost from \$200,000-\$300,000 and take 90 days to complete.

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

Proposal Documents are available in the Purchasing Division or may be downloaded from the City's website at www.cosatx.us. To locate the documents on the website go to:

- Bid Information > RFP: PI-01-18/Television Studio

Digital Format

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

Mandatory Site Visit

Respondents are required to attend a site visit to review existing server equipment and tour the new studio location. Respondents must schedule site visits by contacting Anthony Wilson, Public Information Officer, at Anthony.Wilson@cosatx.us or (325) 481-2727. Visits must be scheduled prior to January 26, 2018.

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 or in writing. Please include the RFP Number and Title in the subject line. Questions received after the deadline established for submitting questions/interpretations 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.

Deadline and Delivery Location

Sealed RFP submittals must be received no later than **February 2, 2018, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Proposals received after the bidding deadline, regardless of the mode of delivery, will be not be considered.

It is the sole responsibility of the vendor to ensure that the sealed RFP submittal arrives in the Purchasing Office by the specified deadline, regardless of method chosen by the firm for delivery.

Faxed or electronically submitted proposals will not be accepted.

Copies

Submit: One (1) unbound original (binder clips acceptable), three (3) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required RFP forms.



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

Delivery Address

City of San Angelo
Purchasing Division, RFP: PI-01-18
72 W. College Ave., Suite 330
San Angelo, Texas 76903

Mark Sealed Envelope: "RFP NO. PI-01-18/Television Studio"

Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Division will issue addenda addressing the nature of the change and post them on the City's website. Respondents should **acknowledge any addenda and return the form with their proposal package**. Respondent is responsible for checking the City's website to determine if any addenda have been issued prior to submitting a proposal. Failure to consider all addenda will be at the respondent's risk.

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 all evaluation factors and then attempt to negotiate a contract.

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

Candice Blake, Interim Manager
Purchasing Division
City of San Angelo
72 West College Ave., Suite 330
San Angelo, Texas 76903
sapurch@cosatx.us
(325) 657-4219

Anthony Wilson, Officer
Public Information Office
City of San Angelo
301 W. Beauregard Ave., Ste. 202A
San Angelo, Texas 76903
anthony.wilson@cosatx.us
(325) 481-2727



1. INSTRUCTIONS TO RESPONDENTS

1.1. Corrections, Additions, or Deletions

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

1.2. Examinations of RFP Documents

Respondents are expected to examine all specifications, drawings, standard provisions, and instructions. Failure to do so will be at the respondent's risk.

1.3. Taxes

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

1.4. Authorized Signature

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

1.5. Modification or Withdrawal of Proposals

Proposals **CANNOT** be altered or amended after the closing time. Proposals may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Division. A proposal may also be withdrawn in person by a respondent or their authorized agent, provided their identity is made known and they sign a receipt for the proposal. No proposal may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Division.

1.6. Restrictions on Communication

Respondents shall not communicate with: 1) elected City officials and their staff regarding the RFP or 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. Private (non-business) contacts with the City by the respondent's employees acting in their personal capacity;
2. Casual social contacts that do not include mention of the RFP;
3. Respondents may submit written questions concerning this RFP to the email listed below up to a week prior to submission due date. Questions received after the stated deadline will not be answered.

It is required that all questions be sent by email to sapurch@cosatx.us. **Please ensure the RFP Number and Title is in the Subject Line.** Questions submitted and the City's responses will be published in the form of addenda to the City's website at www.cosatx.us. Respondent is responsible for calling the City or reviewing the website to determine if any addenda have been issued prior to their submittal. Only questions answered by formal addenda will be binding;

4. Respondents may provide responses to questions asked of them 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. All cost associated with interviews will be at the respondents' expense. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
5. Upon completion of the evaluation process, respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than five (5) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.



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.

1.7. Disqualification

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

- A. The respondent is involved in any litigation against the City of San Angelo;
- B. The respondent is in arrears on any existing contract or has defaulted on a previous contract with the City;
- C. The respondent is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency;
- D. The proposal is not received by the proposal submittal deadline; or,
- E. The proposal is not executed by a person authorized to enter into a contract binding on the respondent.

1.8. Reservations

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

- A. Waive any defect, irregularity, or informality in any proposal or bidding procedure;
- B. Extend the proposal closing time and date;
- C. Reissue a bid invitation or RFP;
- D. Procure any item by other means; or,
- E. Increase or decrease the quantity specified, unless the vendor specifies otherwise.

1.9. Acceptance

Acceptance of respondent's offer will be in the form of a purchase order and contract. Notice for annual contract agreements will be a notice of award, purchase order, or contract.

1.10. Performance and Payment Bond

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful vendor 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 vendor may become legally indebted for labor, materials, tools, equipment, or service, of any nature, employed or used by it 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 vendor to supply the required bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the City may grant based upon reasons determined adequate by the City, shall constitute a default, and the City may either award the contract to the next responsible vendor or re-advertise for bids, and may charge against the vendor 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 bid security.

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

1.11. Waiver of Performance and Payment Bonds

Performance and Payment Bonds may be waived under the following circumstances:

The City may elect, at their option, to waive Payment Bonds if the contract sum is less than fifty-thousand (\$50,000.00) dollars.

The City may elect, at their option, to waive Performance Bonds if the contract sum is one-hundred thousand (\$100,000.00) dollars or less.



1.12. Employment Requirements and Wage Rates

1.12.1. General

The selected vendor 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 vendor 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.

1.12.2. Records

The selected vendor 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 the City.

Certified Payrolls are to be submitted to the City's representative weekly.

1.12.3. Penalty

If the selected vendor or any subcontractor fails to comply with the prevailing wage law, it shall forfeit to the City 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.**

1.12.4. Hours of Labor

The selected vendor 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.**

1.12.5. Veterans Preference

Pursuant to Texas Government Code, **§657.004**, the selected vendor 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.

1.12.6. 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 will be deferred to the U.S. Department of Labor (DOL) for approval.

The selected vendor will be responsible for compliance with the applicable portion of Davis-Bacon and related acts and any such decision applicable at the time work is performed.

Prevailing Wage and Hour Decision

General Decision Number: TX170336 09/08/2017 TX336



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Superseded General Decision Number: TX20160336

State: Texas

Construction Type: Building

Counties: Irion and Tom Green Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	04/14/2017
2	09/08/2017

BOIL0074-003 01/01/2017		
	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

ENGI0178-005 06/01/2014		
	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 27.50	10.60

* IRON0084-011 06/01/2017		
	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 23.27	7.12

PLUM0404-001 07/01/2016		
	Rates	Fringes
PLUMBER.....	\$ 25.91	9.40

SUTX2014-062 07/21/2014		
	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00



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CARPENTER, Excludes Drywall Hanging, and Metal Stud Installation.....	\$ 13.82	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.76	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 16.72	0.00
ELECTRICIAN.....	\$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 9.74	0.00
LABORER: Mason Tender - Brick...	\$ 11.38	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58	0.00
LABORER: Pipelayer.....	\$ 12.49	2.13
LABORER: Roof Tearoff.....	\$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.25	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 14.83	0.00
OPERATOR: Grader/Blade.....	\$ 13.37	0.00
OPERATOR: Loader.....	\$ 13.55	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.70	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 15.00	0.73



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PIPEFITTER.....	\$ 25.80	8.55
ROOFER.....	\$ 13.17	0.26
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 15.00	0.00
TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 14.74	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers



A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling



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On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

1.13. 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 vendor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the vendor 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.

1.14. Time of Performance

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



2. SCOPE OF SERVICES REQUESTED

2.1. General Specification

The City of San Angelo is interested in hiring an established, qualified company that will provide the Public Information Office with a turnkey design, comprehensive audio-visual technology, and the production of video files that will be compatible with the Public Information Office's television channel server.

Attached to this RFP is a schematic of the studio space.

2.2. General Service and Requirements

1. The vendor will design a comprehensive and integrated audio/visual studio set-up in Suite 202A in the City Hall Annex. The City will use some of its existing inventory of cameras.
2. The system must include the following: remote camera controllers, switching equipment, easily manipulated on-screen graphics (such as titles), studio lighting that enhances broadcast quality, high-quality audio (including a mixing board), touch-screen technology, high-def screens and monitors, a connection to the computer server for the City's Public Education and Governmental Channel (PEG) channel, and a sound booth for recording voiceovers.
3. The system must produce video files that will be compatible with the Public Information Office's television channel server. Specifications for the server will be obtained at the mandatory site visit.
4. The system must provide for real-time live streaming from the studio on the City's website and social media, and on its TV channel.
5. The vendor shall provide a five-year warranty and a maintenance agreement.
6. The proposal must be turnkey in nature, from the design to the equipping to the installation to the training and maintenance.
7. The installation must not interfere with the work of the Public Information staff in two adjoining offices.



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3. 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**.

Respondents 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.

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 proposal to it.

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

To aid in the evaluation, all responses shall follow the same general format. Each section has a maximum page limit:

1. Table of Contents (1 page)

Include a clear identification of the material by section and by page number.

2. Executive Summary (2 pages)

3. Price Proposal for Equipment and Installation (10-15 pages)

Include list of proposed equipment and attach specifications.

4. Contracts (10-15 pages)

Include example of your standard maintenance agreement.

5. References (3 pages)

Please provide information in this section on references for similar services you have provided.

6. Additional Data (3 pages + all required forms)

Provide any additional information considered essential to this proposal and all other required forms.



4. SELECTION PROCESS

A selection committee will evaluate and rank the proposals in relation to the published selection criteria within 45 days after the opening.

The City reserves the right to negotiate the final fee schedule, prior to recommending any contract.

The City's process is as follows:

1. The City will evaluate and rank the proposals in relation to the published selection criteria within 45 days after the opening.
2. The City reserves the right to revise the proposal and then request "Best and Final Offers" from the top candidates following the initial evaluation.
3. The City then will select the proposal that offers the best value based on the published selection criteria and its ranking evaluation.
4. Following the selection, the contract negotiation process begins and the City will negotiate first with the highest ranked offer. At this stage, the City may discuss modifications to the proposed scope, time and price. Modifications are not required, and if they are discussed but not agreed to by the City and the respondent, a final contract may still be negotiated and agreed upon based on the original response to the RFP. If the two parties are unable to reach a final agreement, the City will inform that respondent in writing that negotiations are ended.
5. The City may then negotiate with the next ranked respondent. This continues in the order of the selection ranking until a contract is reached or all proposals are rejected.

The selection committee will consist of:

Name	Title
Anthony Wilson	Public Information Officer
Brian Groves	City Videographer
AJ Deardorff	Network Engineer
Candice Blake	Interim Purchasing Manager

The proposals will be evaluated based on the criteria and weighting detailed below.

Item	Criteria	Points
1	Quality of proposed system and compatibility with existing server	50
2	Qualifications and experience with municipalities	20
3	Price	15
4	References	10
5	Maintenance agreement	5
Total		100

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.



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

5. ATTACHMENTS

1. City of San Angelo Owner's Construction General Conditions (effective March 19, 2015)
2. Existing Floor Plan and Equipment



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

6. NO BID REPLY

For PI-01-18 / Television Studio

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**
 Be Deleted From the list of vendors 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!



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7. SUBMISSION FORMS

Copies

Submit: One (1) unbound original (binder clips acceptable, three (3) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required RFP forms.

Please submit all forms in the following order:

- Proposal Form
- Maintenance Rate/Fee Schedule
- Contact Information Form (IRS Form W-9)
- Addenda Acknowledgment Form
- Disclosure of Certain Relationships Form
- Debarment and Suspension Certification
- Local Preference Consideration Application & Economic Impact Details
- List of References
- Draft Contract
- Verification Relating to Prohibited Contracts – Israel
- Survey

*At council award, one notarized, original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm will be required.

In submitting its proposal, respondent certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the respondent influenced or attempted to influence the bidding process, the City may, in its discretion, reject the proposal.

Submit all forms beyond this point.



CITY OF SAN ANGELO
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Price Proposal Form

Date: _____

Respondent: _____

Estimated Time of
Completion (Calendar Days): _____

Audio/Visual Equipment: _____

Turnkey Installation: _____

Total Price: _____

Liquidated Damages

The selected vendor 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 vendor shall agree that a reasonable estimate of liquidated damages for any delay (but not as a penalty) would be for vendor to pay City One Hundred Dollars (\$100.00) for each calendar day that expires after the time specified in until work is substantially complete.



Maintenance Rate/Fee Schedule

Description	Proposed Fee	Calculation Explanation
Mobile Trip Charge	\$	
Regular Hourly Shop Rate	\$	
Overtime Shop Rate	\$	
Overnight Stay Rate	\$	
Parts Discount	%	

Length of Warranty for Repairs _____ days

Other Attachments Required:

- Attach a list of Preventative Maintenance 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.



CITY OF SAN ANGELO
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Contact Information Form

Vendor Name: _____

Authorized Signer: _____

Print Name: _____

Date: _____

Title: _____

Email: _____

Primary Contact: _____

Title: _____

Email: _____

Telephone: _____

Fax: _____

Mailing Address: _____

City, State, Zip: _____

Physical Address: _____

(Cannot be a PO Box)

City, State, Zip: _____

Attach IRS W-9



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Addenda 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 _____

Please Print

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code



CITY OF SAN ANGELO
PURCHASING DIVISION
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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 https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://cosatx.us>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 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 Bid proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.


Interim Purchasing Manager

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised 07/18/17)

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

City of San Angelo City Council:

Mayor: Brenda Gunter, Mayor
Councilmembers: Tommy Hiebert, SMD 1
Tom Thompson, SMD 2
Harry Thomas, SMD 3
Lucy Gonzales, SMD 4
Lane Carter, SMD5 (Mayor Pro Tem)
Billie DeWitt, SMD 6
City Manager: Daniel Valenzuela

Development Corporation officers are:

Edward Carrasco, President
Juan Flores, First Vice President
Todd R. Kolls, Second Vice President
Scott Tankersley, Director
David Cummings, Director
John Edward Bariou, Jr., Director
Bill Dendle, Director
Executive Director: Roland Peña



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

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>	



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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- ***
- (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.



Debarment and Suspension Certification

- (1) The prospective primary vendor 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 vendor is unable to certify to any of the statements in this certification, such prospective primary vendor shall attach an explanation to this bid proposal.

Business Name _____

Date

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative



Debarment and Suspension Certification

INSTRUCTIONS

1. By signing and submitting this proposal, the prospective vendor 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 vendor 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 vendors 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 vendor 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 vendor shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective vendor 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," "vendor," "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 vendor 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 vendor 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 vendor in a covered transaction may rely upon a certification of a prospective vendor 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 vendor may decide the method and frequency by which it determines the ineligibility of its principals. Each vendor may, but is not required to, check the Non-procurement 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 vendor 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 vendor 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.



CITY OF SAN ANGELO
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Local Preference Consideration

Section 271.9051 of the Texas Local Government Code “CONSIDERATION OF LOCATION OF RESPONDENTS PRINCIPAL PLACE OF BUSINESS”:

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a bidder who is not a resident of the municipality, on contracts less than \$500,000 and three percent (3%) on contracts over \$500,000.00 the municipality may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects over \$100,000 or Telecommunication and Information Technology Bids/Purchases.

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

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

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

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

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



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

Local Preference Consideration Application

Business Name: _____

Physical Address: _____

Mailing Address: _____

City, State, Zip Code: _____

Business Type:

- Corporation – Indicate state of incorporation _____
- Partnership – Indicate “general” or “limited” _____
- Sole proprietorship _____

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

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

(Please print)

 Authorized Representative Signature

 Printed Name

 Title

 Date

(Attach description and documentation of economic impact as outlined on previous page)



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: _____



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Reference Four

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

Reference Five

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



Draft Contract

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

_____ I have read and can comply with all contract terms. I am not returning the draft contract.

_____ I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.

 Signature

 Date

**PROFESSIONAL SERVICES AND EQUIPMENT PURCHASE,
 INSTALLATION AND MAINTENANCE AGREEMENT**

RFP No. PI-01-18

This Professional Services Agreement (“Agreement”) is entered into this ___ day of _____, 2018 (but has an Effective Date of _____) by and between the City of San Angelo, a Texas home-rule municipal corporation (“City”) and _____, a Texas for profit limited liability company (“Provider”).

RECITAL

A. City has issued a Request for Proposal, “Public Information, Television Studio, No. PI-01-18” (“RFP No. PI-01-18”) for the development of a studio in the City Hall Annex, 301 W. Beauregard Ave., San Angelo, Texas. That includes a comprehensive and integrated system of audio-visual technology that enhances video productions broadcast on the City’s government access television channel and posted on the Internet (hereinafter referred to as “Services”). Provider’s proposal (“Proposal”) in response thereto has been selected for the provision of Services.

B. On _____, 2018, the City Council of City of San Angelo, approved the selection of Provider and authorized the City Manager to execute a contract, under the terms and conditions set forth herein.



NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Provider and City agree as follows:

1. RECITALS

The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. TERM

The term of this Agreement shall be for five (5) years commencing on the Effective Date hereof and expiring on _____, 20 __. Work on installation of the Television Studio shall be substantially completed and fully functional within _____ (_____) consecutive calendar days (“Contract Time”) after the date Work commences as established by the Notice to Proceed. Upon Provider’s receipt of the Notice to Proceed from City, Provider will commence and complete Work in accordance with specifications as set out in Contract Documents and in the Scope of Work attached hereto as Exhibit “A”.

Provider further agrees that approval for beginning Work on the project will not be given and that Work will not start until all required bonds and insurance certificates specified in the bid documents have been received and approved by City.

4. SCOPE OF SERVICE / LIQUIDATED DAMAGES

A. Provider agrees to provide Services for the development of a television studio in the City Hall Annex, 301 W. Beauregard Ave., San Angelo, Texas. That includes a comprehensive and integrated system of audio-visual technology that enhances video productions broadcast on the City’s government access television channel and posted on the Internet; and to provide maintenance services for the A/V system for a period of five years, as specifically described or indicated in Exhibit “A” and the Contract Documents.

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



C. City and Provider recognize that the time of performance is of the essence in this Contract and that City will suffer financial loss if Work is not substantially complete within the time specified in Section 3. above, plus any extensions thereof allowed. Both parties hereto 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 Provider agree that a reasonable estimate of liquidated damages for any delay (but not as a penalty) would be for Provider to pay City ONE HUNDRED AND NO/100 DOLLARS (\$100.00) for each calendar day that expires after the time specified in Section 3. until Work is substantially complete. Therefore, Provider shall pay City as liquidated damages ONE HUNDRED AND NO/100 DOLLARS (\$100.00) for each calendar day that expires after the time specified in Section 3. until Work is substantially complete.

5. COMPENSATION

A. The amount of compensation payable by City to Provider shall be based on the rates described in RFP PI-01-18, which by reference is incorporated into this Agreement.

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

6. CONTRACT DOCUMENTS

The following documents from the City of San Angelo are incorporated herein by reference for all purposes, as if fully set out verbatim:

- Request for Proposal for the City of San Angelo Public Information Office RFP-PI-01-18, “Television Studio”.
- Provider’s response to RFP PI-01-18.
- All of the documents, conditions, specifications, technical data, requirements and addenda comprising said RFP-PI-01-18 as of the time this Agreement is entered by Provider and City.

In the event of conflicts or discrepancies among the Contract Documents, the conflict or discrepancy will be resolved as provided under this Agreement, Section 14. “Resolution of Contract Disputes”, with a purpose to produce the intended results. The interpretations will be



based on the following priorities:

- 1) This Agreement,
- 2) Addenda, with those of later date having preference over those of earlier date,
- 3) RFP PI-01-18,
- 4) Provider's response to the RFP,
- 5) Drawings and Specifications.

7. OWNERSHIP OF DOCUMENTS

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

8. AUDIT AND INSPECTION RIGHTS

A. City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by City to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. City may, at reasonable times during the term hereof, inspect Provider's work and perform such tests, as City deems reasonably necessary, to determine whether the goods or services required to be provided by Provider under this Agreement conform to the terms of this contract or the contract documents, if applicable. Provider shall make available to City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

9. AWARD OF AGREEMENT

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

10. PUBLIC RECORDS



Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by City and the public to all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by City.

11. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Provider, its agents, employees and sub-providers understands that Agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, and record keeping. Provider shall provide all services under this Agreement in compliance with applicable federal, state and local law, rules and regulations as they may be amended from time to time. Provider must obtain all necessary permits and licenses that are required in providing the services and completing the work required under this Agreement.

12. INDEMNIFICATION

Provider shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Provider or its employees, agents or sub-providers (collectively referred to as "Provider"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of Provider to comply with any of the paragraphs herein or the failure of Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be



asserted by an employee or former employee of Provider, or any of its sub-providers, as provided above, for which Provider's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. This indemnification shall survive the term of this Agreement as long as any liability could be asserted. Nothing herein shall require Provider to indemnify, defend, or hold harmless any indemnified party for the indemnified party's own gross negligence or willful misconduct.

13. DEFAULT

If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder, City, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by City to Provider shall be immediately returned to City. Should Provider be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to City for all expenses incurred by City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by City in the re-procurement of the Services, including consequential and incidental damages.

14. RESOLUTION OF CONTRACT DISPUTES

Provider understands and agrees that all disputes between Provider and City regarding interpretation of Contract Documents or based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his resolution. The Provider shall make a written request for resolution of the dispute (the "Request") to the City Manager or his designee (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that the Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon the Provider's Request within the thirty (30) days of receipt of the Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of the Provider's Request, the Official shall notify the Provider the date upon which a decision shall be issued. Submission of a Provider's Request for determination of the dispute is a condition precedent to the Provider's ability to engage in litigation against the City. If a decision



is not issued by the date indicated by the Official or within ninety (90) days after the submission of the Provider's written Request for determination, whichever occurs first, the Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of the Provider's Request, the resolution of the dispute will be documented, if necessary, through a change to the Agreement in accordance with the provisions contained in the Agreement. Should the dispute fail to reach resolution through the submission by the Provider's Request, the dispute may be submitted to mediation at the sole discretion of the City. City agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to a Provider's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Provider understands and agrees that it shall continue to perform its work under the Agreement unless further performance has been excused by termination of the Provider or stopping work is specifically allowed under the laws of the state of Texas. Provider understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or the City elects to not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Agreement and the laws of the state of Texas.

15. TERMINATION RIGHTS OF CITY

A. City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

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

16. PROVISION FOR INSURANCE



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

If, in the judgment of City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, this Contract shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

17. INSURANCE REQUIRED

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

- 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) Named Insureds. All insurance policies required herein shall be drawn in the name of Provider, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.
- 3) Waiver of Subrogation. Provider shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.



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

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

6) Sub-providers' Insurance. Provider shall cause each Sub-Provider and Sub-Sub-Provider of Provider to purchase and maintain insurance of the types and in the amounts specified below. Provider shall require Sub-providers and Sub-Sub-Providers to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each Sub-Provider and Sub-Sub-Provider.

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



1) Commercial General Liability. This policy shall be an occurrence-type policy and shall protect provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than provider’s employees) and damage to property of the City or others arising out of the act or omission of provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled “Indemnification,” including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent providers (to remain in force for two years after final payment). Coverage limits shall not be less than:

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

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

\$ 1,000,000.00	Combined Single Limit
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3) Workers’ Compensation and Employer’s Liability. If Provider hires any employees, Provider shall maintain Workers’ Compensation and Employer’s Liability insurance, which shall protect provider against all claims under applicable state workers’ compensation laws and employer’s liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers’ compensation law. Coverage shall not be less than:

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

The foregoing requirement will not be applicable if, and so long as, Provider 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 City in accordance with the notice provisions of this Agreement.

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

18. NONDISCRIMINATION

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

19. VERIFICATION OF EMPLOYMENT ELIGIBILITY

Provider must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Provider must verify eligibility for employment as required by IRCA.

20. INDEBTEDNESS TO CITY

Provider agrees that no payments owed by him, of any nature whatsoever, to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

21. ASSIGNMENT

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

22. NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested,



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

addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CITY:

City of San Angelo
 Attn: _____
 72 W. College Ave.
 San Angelo, Texas 76903
 Phone: (325) 657-_____

TO PROVIDER:

 Attn: _____

 Phone: _____

23. MISCELLANEOUS PROVISIONS

A. This Agreement shall be construed and enforced according to the laws of the State of Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance.

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

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

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

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



F. Venue for any cause of action arising under this contract is Tom Green County, Texas.

G. This Agreement shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

24. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

25. INDEPENDENT CONTRACTOR

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

26. HISTORICALLY UNDERUTILIZED BUSINESSES PROCUREMENT PROGRAM:

City has established a Historically Underutilized Businesses Procurement Program ("HUB Program") designed to increase the volume of City procurement and Agreements with minorities and women-owned businesses. Provider understand and agrees that City shall have the right to terminate and cancel this Agreement, without notice or penalty to City, and to eliminate Provider from consideration and participation if future City contracts if Provider, in the preparation and/or submission of the Proposal, submitted false or misleading information as to its status as a minority and/or a woman-owned business and/or the quality and/or type of minority or woman-owned business participation.

27. AMENDMENTS

City or Provider may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of City and Provider, and approved by City. Such amendments shall not invalidate



this Agreement, nor relieve or release City or Provider from their respective obligations under this Agreement.

28. CONTINGENCY CLAUSE

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

29. DOCUMENTS OF INCORPORATION

This Agreement is expressly made subject to all exhibits attached hereto, to all applicable federal, state and local laws, rules and regulations as of the Effective Date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon City. All of the foregoing are hereby incorporated herein by reference and made a part of this Agreement as if fully set out herein.

30. ENTIRE AGREEMENT

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

31. COUNTERPARTS

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



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

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

CITY OF SAN ANGELO, TEXAS

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

PROVIDER:

BY: _____

ITS: _____

Date: _____, 2018

ATTEST:

BY: _____

ITS: _____

APPROVED AS TO CONTENT

APPROVED AS TO CONTENT

Anthony Wilson, Public Information Officer

Julia Antilley, Purchasing Manager

APPROVED AS TO FORM

APPROVED AS TO RISK

Theresa James, City Attorney

Charles Hagen, Risk Manager



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

Exhibit "A"

**PROFESSIONAL SERVICES AND EQUIPMENT PURCHASE,
INSTALLATION AND MAINTENANCE AGREEMENT**

SCOPE OF WORK



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

Survey

How did you hear about this RFP?

- Newspaper
- Email
- Letter
- City Website
- Person: _____
- Other: _____