

CITY OF SAN ANGELO – DEVELOPMENT
CORPORATION
REQUEST FOR PROPOSALS

**Grant Application & Project Administration
Services**

RFP No. DC-03-17



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

Submittal Deadline

March 22, 2017/2:30 PM, Local Time

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1. INTRODUCTION

1.1. General

The City of San Angelo Development Corporation (COSADC), is requesting a response to this Request for Proposals (RFP) from qualified vendors to contract for grant related consulting services. This RFP is not intended to contain detailed specifications to address every required component of the grant application/administration process. Vendors are expected to propose a scope of services that adheres to the best practices of grant writing and administering services and should propose their best solutions given the requirements set forth herein by the COSADC. In order for a proposal to be considered, the vendor must demonstrate the capacity to perform all of the services described in the RFP, including:

- Vendor should have past experience in applying for/administering Economic Development Administration (EDA) grants related to engineering services for infrastructure improvements.
- Vendor is expected to work with COSADC's administrators to plan and develop the project and to write the project abstract, narrative, and budget justification in accordance with COSADC's mission and strategic plan and the EDA's application instruction package.
- Vendor will provide project development and proposal writing services to COSADC in the submittal of the EDA grant.
- Vendor must conduct research to inform all aspects of the project, including but not limited to the needs assessment, development of responsive, measurable objectives, and preparation of the evaluation plan, which must be tailored to the criteria issued by the EDA. The Vendor is expected to develop and adhere to a proposal development timeline that allows sufficient time for planning, editing, and revisions. Vendor must submit all sections of the proposal to COSADC for review, comment, and approval throughout the writing process.
- Vendor must oversee and work with one or more firms providing engineering services to the COSADC for the upcoming infrastructure improvements.

1.2. Disqualification

Disqualification may occur for any of the following reasons:

- The vendor is involved in any litigation against the City of San Angelo (City) or the City of San Angelo Development Corporation;
- The vendor is in arrears on any existing contract or has defaulted on a previous contract with the City or the City of San Angelo Development Corporation;
- The vendor is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs. The vendor must include verification that company and company's principal are not debarred or suspended through the System for Award Management at www.SAM.gov. Vendor must include a print out of the search results in this proposal to show proof of good standing.

1.3. Confidentiality

All proposals submitted shall remain confidential. After award, proposals will be made available for public inspection. The City nor the City of San Angelo Development Corporation 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.

1.4. Document Availability

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

- Bid Information > RFP: DC-03-17/Grant Application and Project Administration Services

1.5. Digital Format

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

1.6. 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 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 of San Angelo's website. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect.

1.7. Required Response

The City requires a response to any RFP notifications mailed to potential vendors. Should a company choose not to participate, in order to remain on the City of San Angelo's potential Vendors List, a "No Bid Reply" form located at the back of this RFP must be submitted.

1.8. Deadline and Delivery Location

Sealed RFPs must be received no later than **March 22, 2017, 2:30 PM, Local Time**. The clock located in Purchasing will be the official time. Proposals not received on time will be rejected.

It is the sole responsibility of the vendor to ensure that the sealed RFP 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.

1.9. Copies

Submit one (1) unbound original (binder clips acceptable), four (4) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required documentation.

1.10. Delivery Addresses

City of San Angelo
Purchasing Division, RFP: DC-03-17
72 W. College Ave., Suite 330
San Angelo, Texas 76903

Mark Sealed Envelope: "RFP: DC-03-17/Grant Application and Project Administration Services"

1.11. Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Division will issue an addendum addressing the nature of the change and post it on the City's website. Vendors must **acknowledge any addenda and return the form with their proposal package**. Vendor 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 Vendor's risk.

1.12. Award of Contract

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

COSADC will select the most highly qualified vendor(s) of the requested services based on all evaluation factors and then attempt to negotiate a contract.

1.13. Acceptance of Proposal Content

Before submitting a proposal, each Vendor 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 COSADC upon which the proposal will rely. If the Vendor receives an offer because of its proposal, failure to have made such investigation and examinations will in no way relieve the Vendor from its obligation to comply in every detail with all provisions and requirements.

1.14. Equal Employment Opportunity

Attention of Vendors 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.

1.15. Proposal Term

The term of this agreement will be negotiated between COSADC and the selected vendor.

1.16. Points of Contact

For RFP Questions, Prior to Award

Julia Antilley, Manager
Purchasing Division
City of San Angelo
72 West College Avenue, Suite 330
San Angelo, Texas 76903
SAPurch@cosatx.us
325-657-4219

For Performance Questions After Award

Roland Peña, Director
Economic Development
City of San Angelo
69 North Chadbourne Street
San Angelo, Texas 76903
Roland.Pena@cosatx.us
325-653-7197



2. INSTRUCTIONS TO VENDORS

2.1. Corrections, Additions, or Deletions

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

2.2. Examinations of RFP Documents

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

2.3. Taxes

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

2.4. Authorized Signature

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

2.5. 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 vendor or his authorized agent, provided his identity is made known and he signs 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.

2.6. Restrictions on Communication

- A. Vendors shall not communicate with: 1) elected City officials, City of San Angelo Development Corporation Board Members 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 and ratified. 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 Vendor. Violation of this provision by Vendor and/or its agent may lead to disqualification of Vendor's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Private (non-business) contacts with the City by the Vendor's employees acting in their personal capacity;
2. Casual social contacts that do not include mention of the RFP;
3. Vendors may submit written questions concerning this RFP to the email listed below up to five (5) days 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 an addendum to the City's website at www.cosatx.us. Vendor 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. Vendors 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, Vendors shall not bring lobbyists. All cost associated with interviews will be at the Vendors' 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, Vendors shall receive a notification letter indicating the recommended firm and anticipated City of San Angelo Development Corporation and City Council agenda dates. Vendors 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.
- B. The City reserves the right to accept or reject any or all submissions, and to waive any informalities or irregularities in the RFP process.
- C. City reserves the right to contact any Vendor to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons, shall not be considered a violation by Vendor of this section.

2.7. Reservations

The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process AND:

- Waive any defect, irregularity, or informality in any response or procedure.
- Extend the submission closing time and date.
- Reissue a bid invitation or proposal.
- Procure any item/service by other means.
- Increase or decrease the quantity specified, unless the vendor specifies otherwise.

2.8. Award Acceptance

Acceptance of vendor's offer will be in the form of a purchase order and contract.

2.9. Applicable Law

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

2.10. Advertising

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

2.11. Right to Assurance

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

2.12. Equal Employment Opportunity

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

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

- Identify itself as an Equal Opportunity Employer in all help wanted advertising or request. The vendor shall be advised of any complaints filed with the City alleging that vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included; however, the vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

All Vendors must be Equal Opportunity Employers. Disadvantaged and Minority Vendors are encouraged to participate.

2.13. Conflict Of Interest

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

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflict of interests' disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) – included in the bid forms - must be submitted no later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or responds to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

2.14. Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Filing Process:

On January 1, 2016, the ethics commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. **An authorized agent of the business entity must sign the printed copy of the form and have the form notarized.** The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Information regarding how to use the filing application and the application are both available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Instructional videos are available under the heading Instructional Videos for Business Entities.

2.15. Taxes and Permits

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against the City or the selected Vendor in connection with the Work shall be paid by the Vendor. The bid prices shall include all such taxes and the costs of all required permits. The City is exempt from State Sales Tax.

2.16. Examination of Contract Documents

Each Vendor shall thoroughly examine and be familiar with this document, specifications, etc. The submission of a bid shall constitute an acknowledgment that the Vendor has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Vendor to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to his bid or to the contract. No claim for extra or additional compensation will be allowed based upon a lack of knowledge of any contract document, and the City will in no case be responsible for any loss or for unanticipated costs that may be suffered by the selected vendor as a result of conditions pertaining to the work.

2.17. Familiarization with the Type of Work

Before submitting a bid, each prospective vendor shall familiarize himself with the Work, local labor conditions and all laws, regulations, and other factors affecting performance of the Work. He shall carefully correlate his observations with requirements of this Request and otherwise satisfy himself of the expense and difficulties attending performance of the Work. The submission of a bid will constitute a representation of compliance by the Vendor. There will be no subsequent financial adjustment for lack of such familiarization.

2.18. Legal Venue

Tom Green County, Texas

2.19. Claims for Overcharges

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

2.20. Piggy-Back Procurements

Other municipalities or public agencies in the State of Texas may be interested in purchasing products as procured through this proposal.

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

2.21. Right to Reproduce Documentation and Other Information

The COSADC shall have the right to reproduce any and all documentation or other information stored on electronic media supplied by the vendor pursuant to the contract at no additional cost to the COSADC, regardless of whether the same may be copyrighted or otherwise restricted as proprietary information; provided, however, that such reproductions shall be subject to the same restrictions on use and disclosure as are set forth in an awarded contract. The vendor agrees to execute any non-exclusive copyright assignments or reproduction authorizations that may be necessary for COSADC to utilize the rights granted in this subparagraph.



3. OVERVIEW

The purpose of this project is to obtain assistance in developing a successful proposal in submission to Economic Development Administration's Grant and response to all aspects of the grant implementation regarding the Economic Development Administration's (EDA) grant for water, sewer, street, and drainage infrastructure improvements for Phase 2 of the City of San Angelo Business & Industrial Park. The total cost of the project is estimated at between \$2.5 and \$3 Million. Selected vendor should have past experience in applying for (project development and proposal writing) and administering EDA grants related to engineering services for infrastructure improvements. Vendor should detail their proposed plan for implementing the above and propose any additional value-add services to assist in the application or administration of grants. Proposals should include best practices from working with cities/development corporations to develop plans, write grant proposals, and administer grant dollars within a given scope.

COSADC expects the vendor to engage in the following tasks at a minimum to complete this project:

- Review applicable literature and conduct research regarding all aspects of the project, including, but not limited to: needs assessment, development of responsive, measurable objectives, and preparation of the evaluation plan, which must be tailored to the criteria issued by the EDA.
- Develop and adhere to a proposal development timeline that allows sufficient time for planning, editing, and revisions. Vendor must submit all sections of the proposal to COSADC for review, comment, and approval throughout the writing process.
- Develop the project budget in conjunction with COSADC and the EDA application instruction package.
- Write in its entirety the narrative portions of the proposal, including but not limited to the Abstract, Project Narrative and Budget Justification in accordance with COSADC's mission and strategic plan and the EDA's application instruction package.
- Review the final draft for format, style, organization, consistency, responsiveness, and compliance.
- Engage in regular communications with designated COSADC staff and provide regular updates on the progress toward completing project milestones.
- Oversee and work with one or more firms and subsequent project timelines of the selected firm(s) providing engineering services to the COSADC for the infrastructure improvements funded by a successful grant application.

Vendors submitting proposals for consideration under this RFP must have demonstrated experience in successfully writing and managing grant applications and projects for economic development corporations and must provide in their response sufficient information to clearly demonstrate experience with similar projects with positive outcomes.

4. SPECIFICATIONS

Vendors submitting proposals for consideration under this RFP must have demonstrated experience in successfully applying for grant funding and managing grants as outlined in Section 3. Overview. Proposal response must include sufficient information to clearly demonstrate positive outcomes with prior grants.

To qualify for selection, the submitting firm must have experience:

- managing federally-funded local public works construction projects
- with the EDA program
- working with San Angelo or similar communities

The anticipated scope of services shall include, but not be limited to, the following:

- Develop grant application with assistance from COSA-DC, to include project budget, schedule, and other relevant portions
- Prepare all documentation: start-up, construction start-up, etc.
- Establish and maintain recordkeeping and financial systems
- Obtain environmental review/notices/clearance
- Maintain compliance documentation for: Fair Housing, EEO, Section 504, labor standards, etc.
- Oversee, monitoring and Close Out assistance



5. SELECTION PROCESS

All applications will be screened by an evaluation committee. COSADC shall not incur any costs for applicant preparation and/or submittal of response to this RFP.

COSADC will evaluate all responses based on the criteria below. COSADC reserves the right to negotiate the final fee schedule, prior to recommending any Consultant for a contract.

5.1. COSADC's process is as follows:

5.1.1.A selection committee (likely Roland Peña, Director of Economic Development, Bob Schneeman, Business Retention and Expansion Coordinator, and Shannon Scott, Economic Development Specialist) shall screen and rate all responses submitted in relation to the published selection criteria (below) within 45 days after the opening.

Item	Criteria	Points
1	Successful past experience with projects of similar scope and size	25
2	Staff qualifications and availability for project term	20
3	Overall approach and methodology to be used to accomplish the RFP requirements/proposed schedule	20
4	References	15
5	Price (to include travel)	20
Total		100

- 5.1.2. Applicants selected for a short list may be invited to attend an interview at the applicant's own expense. COSADC shall not incur any costs for applicant preparation and/or travel.
- 5.1.3. COSADC reserves the right to revise the Proposal and then request "Best and Final Offers" from the top candidates following the initial evaluation and/or interviews.
- 5.1.4. 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, 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 vendor will be informed in writing that negotiations are ended.
- 5.1.5. COSADC may then negotiate with the next ranked vendor. This continues in the order of the selection ranking until a contract is reached or all proposals are rejected.
- 5.1.6. City staff/City of San Angelo Development Corporation shall recommend the most qualified firm to their governing boards and request authority to negotiate and execute a contract.



6. 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.

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

6.1. Executive Summary

Executive summary on letterhead transmitting all required information and the Respondent's interest in being considered for the services described in this RFP.

6.2. Table of Contents

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

6.3. Scope

Clearly describe the scope of the required services to be provided as you understand the project to ensure consistency with COSADC's needs.

6.4. Approach in Providing Services

Based on the general requirements listed in this RFP document, please describe your overall approach and methodology for completing the services as requested, to include a proposed project timeline.

6.5. Staff Qualifications, Organization Experience, and Availability

Please identify the key personnel that will be working on this project. This section should include resumes and/or information to expound on the proposed staff's experience and qualifications as it pertains to the following:

- 6.5.1.** Experience with similar EDA program grants.
- 6.5.2.** Familiarity with the EDA process and with working with other municipalities
- 6.5.3.** Project approach to be utilized to deliver the required services
- 6.5.4.** Identification of the proposed Project Manager designated; length of time each team member has been working with the company, and the amount of time the team has worked together on similar projects
- 6.5.5.** Demonstrate experience, responsiveness, a high level of customer service on similar projects
- 6.5.6.** Confirm the availability of key personnel proposed for this project in accordance with the project timeline proposed above
- 6.5.7.** Other relevant experience that would be an asset for the grant writing/administration as it pertains to this RFP

6.6. References

Please submit the required reference form to address this section of the RFP.

6.7. Past Experience

Written narrative describing the projects in the reference section should explain the similarity in scope and size of the referenced project to the RFP.

6.8. Fee Schedule

Provide a proposed fee schedule for the duration of this project. Express your proposed fee(s) as percentage based or itemized, not-to-exceed amounts. Separate travel and related expenses (if applicable).



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

- Vendor shall incur no travel or related expenses chargeable to COSADC without prior approval by an authorized representative.
- Vendors may submit proposals on any task or combination of tasks, and may propose alternate payment methods (i.e.: hourly rates). However, expenses not specifically listed will not be considered.
- The actual contract amount will be negotiated after the vendor has been selected and the scope of work finalized.

Please note: The COSADC does not pay for services before it receives them. COSADC cannot accept contract terms with upfront payment terms or deposits.

6.9. Insurance

Provide information on the current types and amounts of insurance carried, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage.

6.10. Additional Data

Provide any additional information considered essential to this proposal and all other required forms. Additional documents, such as company literature or brochures is not required and shall be bound separately from the full proposal response. The items will not be returned to the vendor.



7. NO BID REPLY FORM

DC-03-17 / Grant Application and Project Administration Services

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!



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

8. SUBMISSION FORMS

Copies

Submit one (1) unbound original (binder clips acceptable), four (4) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required documentation.

Please submit your proposal along with all forms in the following order:

- Contact Information Form (IRS Form W-9)
- Addendum Acknowledgment Form
- Disclosure of Certain Relationships/Conflict of Interest Form
- Debarment and Suspension Certification (with print out of search results from www.SAM.gov)
- Local Preference Consideration Application (with Economic Development justification)
- List of References - similar projects externally and within 150 miles of San Angelo
- Draft Contract

*At City 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, Vendor certifies that it has not lobbied the City or City of San Angelo Development Corporation or their 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 Vendor 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
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Contact Information Form

Firm Name: _____

Mailing Address: _____

City, State Zip Code: _____

Print Name: _____ Date: _____

Tax ID (attach IRS W-9): _____

Telephone: _____ FAX: _____

Email: _____



Addendum Acknowledgement

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

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

Please Print

Provider (Company Name)

BY: _____
Signature

ITS: _____
Title

Date: _____

Printed Name

Address

City, State Zip Code



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

Disclosure of Certain Relationships

NOTICE TO VENDORS

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

Purchasing Manager

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO **As defined by Chapter 176 of the Texas Local Government Code** **(Revised 03/02/17)**

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

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor
Councilmembers: Vacant, SMD 1
Marty Self, SMD 2
Harry Thomas, SMD 3
Lucy Gonzales, SMD 4
Lane Carter, SMD5
Charlotte Farmer, SMD 6 (Mayor Pro Tem)
City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

Tommy Hiebert - President
Edward Carrasco - First Vice President
Juan Flores - Second Vice President
Scott Tankersley - Director
Todd R. Kolls - Director
Richard Crisp - Director
John Edward Bariou, Jr. - Director

Executive Director: Roland Peña



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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 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).
 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.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

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.

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?

Yes No

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?

Yes No

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.

6 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).

7

Signature of vendor doing business with the governmental entity

Date



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.

PROVIDER: _____

BY: _____
Signature

ITS: _____

DATE: _____



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.



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.

Vendors 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.



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)

PROVIDER: _____

BY: _____
Signature

ITS: _____

DATE: _____

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



Project References

List at least five (5) government/business references for projects completed with similar scope and size who can verify the quality of your services related to this RFP.

REFERENCE ONE

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

REFERENCE TWO

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

REFERENCE THREE

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

REFERENCE FOUR

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



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

REFERENCE FIVE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____



Local References

List at least five (5) government/business references for projects completed with similar scope and size who can verify the quality of your services related to this RFP *within* the City of San Angelo/COSADC or within 150 miles of San Angelo, Texas.

REFERENCE ONE

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

REFERENCE TWO

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

REFERENCE THREE

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

REFERENCE FOUR

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



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

REFERENCE FIVE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____



Draft Contract

This Services Agreement (“Agreement”) is entered into by and between the City of San Angelo Development Corporation, a State of Texas non-profit Type B development corporation (“COSADC”) and _____, a _____ (“Provider”), effective as of the _____ day of _____, 20____(the Effective Date).

RECITAL

A. City of San Angelo Development Corporation issued a request for proposal, No. DC-03-17 Grant Application and Project Administration Services (“RFP DC-03-17”), for EDA Grant Writing/Administration Services (“Services”) on _____; Provider’s response thereto (“Response”) has been selected as the most qualified Response for the provision of Services; and, Provider reaffirms all averments in the Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

B. COSADC wishes to engage the services of Provider, and Provider wishes to perform Services for City.

C. On _____, 20__, the City of San Angelo Development Corporation authorized the President of its Board to negotiate and execute this Agreement, under the terms and conditions set forth herein, subject to approval of the City Council.

D. The Provider’s representative executing this Agreement on behalf of Provider has full and complete authority of Provider’s governing body to bind Provider. The parties intend that this Agreement constitute the legal, valid and binding obligation of Provider and that this Agreement be enforceable in accordance with its terms.

TERMS:

1. RECITALS: The foregoing 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 _____ commencing on the Effective Date hereof.

3. OPTION TO EXTEND: COSADC shall, at its sole discretion, have four (4) options to extend the term hereof under the same terms, conditions and compensation for additional one (1) year periods, based on a finding by COSADC that the exercise of the option(s) is in COSADC’s best interest, subject to



availability and appropriation of funds. City Council approval for any such extensions shall not be required as long as the combined extended terms do not exceed an additional four (4) years.

4. SCOPE OF SERVICE:

A. Provider agrees to provide Services as specifically described, and under the special terms, schedule(s) for performance and conditions set forth herein and in **Exhibit “A”** attached hereto, and made a part of this Agreement for all purposes.

B. Provider acknowledges to COSADC that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due COSADC, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to COSADC; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner described in Contract Documents; (v) services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality and under the same or similar circumstances and professional license; (vi) services provided under this Agreement shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the same profession.

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

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

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

6. CONTRACT DOCUMENTS: The following documents from COSADC are incorporated herein by reference for all purposes, as if fully set out verbatim:

- This Service Agreement;
- RFP DC-03-17;
- Provider’s Response

In the event of conflicts or discrepancies between the Contract Documents, the conflict or



discrepancy will be resolved as provided under this Agreement, Section 15. “Resolution of Contract Disputes”, with a purpose to produce the intended results. The interpretations will be based on the following priorities:

1. This Service Agreement;
2. RFP DC-03-17 (Exhibit “D”);
3. Provider’s Response (Exhibit “E”)

7. AUDIT AND INSPECTION RIGHTS:

A. COSADC may, at reasonable times, and for a period of not less than five (5) years following the date of final payment by COSADC to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Primary 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 five (5) years after final payment is made under this Agreement.

B. COSADC may, at reasonable times during the term hereof, inspect Provider’s Work and perform such tests, as COSADC deems reasonably necessary, to determine whether the goods or Services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms found in **Exhibit “A”** and the contract documents. Provider shall make available to COSADC all reasonable access and assistance to facilitate the performance of tests or inspections by COSADC representatives.

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

9. PUBLIC RECORD: Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to COSADC contracts, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by COSADC 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 COSADC.

10. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: This Agreement is expressly made subject to all applicable federal, state, county and COSADC laws, statutes, ordinances, rules, codes and regulations as set forth now or hereinafter adopted, enacted or amended (collectively referred to as “Regulations”), including but not limited to: Regulations specifically applicable to Services provided and Work performed under this Agreement. All of the foregoing Regulations are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein. Provider agrees that



all Services provided and Work to be performed under this Agreement shall be performed in strict compliance with such Regulations as they may be amended from time to time which may apply to Services provided and Work performed.

11. INDEMNIFICATION AND INSURANCE INDEMNIFICATION AND INSURANCE. Provider shall indemnify, defend and hold harmless COSADC and its officials, employees (collectively referred to as “Indemnitees”) and each of them from and against damages, claims, expenses (including reasonable 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 Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a Subcontractor or supplier committed by Provider or Provider’s agent, consultant under contract, or another entity over which Provider exercises control (whether active or passive) of Provider or its employees, or sub-providers (collectively referred to as “Provider”) (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, state or local, 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. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee’s own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Provider in performing Services under this Agreement.

For Professional Liability Claims, Provider shall be liable for reasonable defense costs incurred by City but only after final adjudication and to the extent and percent that Provider or Provider’s agents are found negligent or otherwise at fault.

12. INSURANCE: Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by COSADC of the types and in the amounts specified in **Exhibit “C”** attached hereto, which by this reference is incorporated into this Agreement for all purposes, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with COSADC, its board members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on coverage for Workers’ Compensation. All such insurance, including renewals, shall be subject to the approval of the City of San Angelo, Office of Risk Management for adequacy of protection and evidence of such coverage shall be furnished to the City of San Angelo Risk Manager 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 Services under this Agreement without thirty (30) calendar



days prior written notice to the City of San Angelo Risk Manager. Completed Certificates of Insurance shall be filed with City's Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 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.

The procurement of insurance coverage by Provider shall not be construed to be a limitation upon Provider's liability or as a full performance on its part of Provider's indemnification requirements under 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.

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

Provider shall cause each subprovider and sub-subprovider of Provider to purchase and maintain insurance of the types and in the amounts specified in **Exhibit "C"** hereto. Provider shall require subproviders and sub-subproviders to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

If, in the judgment of the City of San Angelo Risk Manager's Office, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, COSADC reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kinds 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 written notice of the changed requirement, Provider shall be deemed in default of this Agreement.

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, COSADC, 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 COSADC to Provider while Provider was in default shall be immediately returned to COSADC. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to COSADC for all costs and expenses incurred by



COSADC in preparation and negotiation of this Agreement, as well as all costs and expenses in the procurement of Services, including consequential and incidental damages.

14. RESOLUTION OF CONTRACT DISPUTES: Provider understands and agrees that all disputes between Provider and COSADC based upon an alleged violation of the terms of this Agreement by COSADC shall be submitted to the City of San Angelo City Manager for his resolution. 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 Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Provider’s Request within the thirty (30) days of receipt of Provider’s Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Provider’s Request, the Official shall notify Provider the date upon which a decision shall be issued. Submission of Provider’s Request for determination of the dispute is a condition precedent to Provider’s ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Provider’s written Request for determination, whichever occurs first, Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Provider’s Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Provider’s Request, the dispute shall be submitted to non-binding mediation at the sole discretion of COSADC. COSADC 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 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 this Agreement unless further performance has been excused by termination of 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 COSADC and acceptance by the City of San Angelo City Council. If either mediation is unsuccessful or COSADC elects 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. COSADC 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, COSADC shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall COSADC be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

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

16. NONDISCRIMINATION: Provider represents and warrants to COSADC 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.

17. ASSIGNMENT: This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of COSADC, which may be withheld or conditioned, in COSADC’s sole discretion.

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

TO CITY:

City of San Angelo Development Corporation
 Attn: Roland Pena
 69 N. Chadbourne St.
 San Angelo, Texas 76903
 Phone: (325) 657-7197

TO PROVIDER:

 Attn: _____

 Phone: _____

19. AMENDMENTS: COSADC 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 COSADC and Provider, and approved by City of San Angelo City Council. Such amendments shall not invalidate this Agreement, nor relieve or release COSADC or Provider from their respective obligations under this Agreement as amended.

20. MISCELLANEOUS PROVISIONS:

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

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

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



- 23. CONTINGENCY CLAUSE:** COSADC's funding for this Agreement is contingent on the availability of funds and continued authorization for program activities; and, this Agreement is subject to amendment or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days notice.
- 24. REAFFIRMATION OF REPRESENTATIONS:** Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement and RFP DC-03-17.
- 25. DOCUMENTS OF INCORPORATION:** This Agreement is expressly made subject to all exhibits and attachments 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 COSADC. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.
- 26. ENTIRE AGREEMENT:** This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
- 27. 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.
- 28. REAFFIRMATION OF REPRESENTATIONS AND DISCLOSURE COMPLIANCE:** Contractor hereby reaffirms all of the representations contained in Contract Documents. Contractor warrants that Contractor has complied with the provisions of Section 2252.908 of the Texas Government Code and regulations adopted pursuant thereto requiring submission to the COSADC of a disclosure of interested parties (Texas Ethics Commission Form 1295) at the time the Contractor submits the signed Contract to the COSADC.



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 DEVELOPMENT CORPORATION,
a State of Texas non-profit Type B development corporation

BY: _____
Tommy Heibert, President

ATTEST:

Bryan Kendrick, COSADC Secretary

“Provider”
BY: _____

ITS: _____

DATE: _____, 20_____

ATTEST:

Secretary

APPROVED AS TO CONTENT:

Roland Pena, Director of Economic Development



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

APPROVED AS TO FORM AND
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:

Theresa James, COSADC Attorney

Charles Hagen, Risk Manager



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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EXHIBIT "A"
SCOPE OF SERVICES



EXHIBIT "B"
COMPENSATION

Provider shall provide Services under this Agreement as specifically described, and under the special terms and conditions set forth in RFP DC-03-17. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

1.0 PAYMENT OF COMPENSATION

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

2.0 REIMBURSEMENT FOR EXPENSES

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



EXHIBIT “C”
SPECIAL INSURANCE RIDER

1. **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:

1.1 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 COSADC 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 Vendors (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)

1.2 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 be as follows:

\$ 1,000,000.00	Each Accident Limit
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1.3 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

1.4 Professional Liability. This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

\$ 2,000,000.00	Combined Single Limits
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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.



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

EXHIBIT "D"

RFP DC-03-17 Grant Application and Project Administration Services



CITY OF SAN ANGELO
PURCHASING DIVISION
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EXHIBIT "E"
PROVIDER'S RESPONSE TO RFP DC-03-17