# CITY OF SAN ANGELO REQUEST FOR BIDS

## Vehicle Maintenance Windrow Turner

RFB No. VM-10-14



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

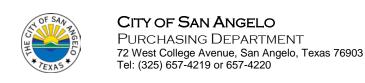
September 11 2014/2:00 PM, Local Time

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#### **INVITATION TO BID**

#### General

The Vehicle Maintenance Division of the City of San Angelo is requesting bids for a one (1) 16-foot, Windrow (Compost) Turner.

#### **Document Availability**

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

#### www.cosatx.us> Bid Information> RFB: VM-10-14/Windrow Turner

#### **Digital Format**

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

#### No Bid Reply Form

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

#### **Deadline and Delivery Location**

Sealed Request for Bids (RFB) submittals must be received to later than **September 11**, **2014/2:00 PM**, **Local Time.** The clock located in Purchasing will be the official time. Bids not received on time will be rejected

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

Faxed or electronically submitted bids will not be accepted.

#### Copies

Submit: One (1) unbound original (binder clips acceptable), one (1) bound copy (binders, staples or binder clips are acceptable) and one(1) digital Bid Sheet in Excel format on CD or USB Flash Drive & digital (pdf) copies of all required bid forms.

#### **Delivery Addresses**

**USPS:** City of San Angelo **Delivery Services:** City of San Angelo

Purchasing Division, RFB: VM-10-14 Purchasing Division, RFB: VM-10-14

72 West College Avenue 72 West College Avenue, Suite 330

San Angelo, Texas 76903 San Angelo, Texas 76903

Mark Sealed Bid Envelope on <u>bottom</u> left hand corner: "RFB NO. VM-10-14/Windrow Turner" Write your Business Name in the top left-hand corner

#### 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. Respondents must **acknowledge any addendums and return the form with their bid package.** Addenda will be posted on the City's website as they are **issued**. Bidder is responsible for contacting the City or checking the City's website to determine if any addendums have been issued prior to submitting a bid. Failure to consider all addendums will be at the bidder's risk.

#### Rejection of Bids

The City of San Angelo reserves the right to reject all bids, to waive informalities or irregularities and to reject non-conforming, non-responsive, or conditional bids.

#### **Points of Contact**

Darlene Luna, CTPM, Purchasing Specialist Purchasing Division

City of San Angelo 72 West College Avenue San Angelo Texas, 76903 Email: darl.luna@cosatx.us Telephone: (325) 657-4219 Ryan Kramer, Superintendent Vehicle Maintenance

City of San Angelo 1727 Saint Ann St. San Angelo Texas, 76905 Email: ryan.kramer@cosatx.us Telephone: (325) 657-4329

#### 1. INSTRUCTIONS TO BIDDERS

#### 1.1. Interpretations

All questions about the meaning or intent of the Contract Documents, including specifications shall be submitted to the Purchasing Division in writing to the Purchasing Department, City of San Angelo, 72 West College Avenue, San Angelo, TX 76903 or emailed to <a href="mailto:sapurch@cosatx.us">sapurch@cosatx.us</a>. Replies will be issued by Addenda and posted on the City's website. Questions received less than five (5) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect. The bid invitation number must appear on all correspondence, inquiries, etc. It is the bidders' responsibility to ensure all addendums have been considered prior to bidding.

#### 1.2. Corrections, Additions, or Deletions

Corrections, additions, or deletions to any portion of the RFB will be in the form of a written amendment or addendum. Written amendments or addendums shall be considered a part of the contract documents.

#### 1.3. Confidentiality

All bids 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.

#### 1.4. Acceptance of Proposal Content

Before submitting a proposal, each Bidder 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 Bidder receives an award, failure to have made such investigation and examinations will in no way relieve the Bidder from his obligation to comply in every detail with all provisions and requirements.

#### 1.5. Specifications

The specifications herein shall be the basis of comparison and where a definite item is specified it is not the intention to discriminate against any product made by another manufacturer, but rather, the intention is to set a definite standard, style, and function. Bidders are required to quote equipment that will meet or exceed the minimum or maximum specifications herein.

#### 1.6. Substitutions

It is the intention of the City of San Angelo to purchase equipment similar or equal to that specified. Variation from the specification must be noted in bid by bidder. Absence of noted variations will be interpreted to mean that the item quoted is in exact accordance with the specification. Each bidder, if not bidding on specified equipment, is required to furnish with his bid, a complete detailed description, and specifications of each item upon which he is bidding, supported by the manufacturer's catalog, photographs, guarantee, complete name, and any other pertinent information. An "or equal" item must reflect the general appearance, design, dimensions, or color of the item specified. Samples, if required, shall be furnished free of expense to the City. Samples not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with Bidder's name, address, and Bid Number reference. Approval of substitute "or equal" items remains with the City and in all cases is final. In the event an item is not accepted as an "or equal", the City may allow the vendor to supply the remaining items meeting specifications at the bid price.

#### 1.7. Materials

The bidder certifies all materials and equipment supplied resulting from this bid invitation shall be new and unused, unless noted elsewhere in the invitation.

#### 1.8. Bid Items

Bidders are expected to examine all specifications, drawings, standard provisions, and instructions. FAILURE to do so will be at the bidder's risk. Bids are to be submitted on each item and total extended, however more than one bid may be submitted on products meeting the specifications.

#### 1.9. Taxes

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

#### 1.10. Authorized Signature

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

#### 1.11. Modification or Withdrawal of Bids

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

#### 1.12. Prices

Bidder is to quote its lowest and best price Free On Board (F.O.B.) destination on each item to shipping location in San Angelo, Texas unless otherwise specified in the invitation. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts will be taken, if earned. Bids must be firm, however if a bidder believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid. Pricing is to be submitted on units of quantity specified with extended totals, however in the event of a discrepancy in extension, the unit prices shall govern. Pricing shall be entered on the Bid Sheet in ink or typewritten.

#### 1.13. Delivery Date

Bid must show the number of calendar days required to place the materials at the place of destination under normal conditions. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disregarded.

#### 1.14. Default in Delivery

The vendor must keep the City advised at all times as to the status of the order. When delivery delay can be foreseen, the vendor shall give prior notice to the Purchasing Division who shall have the right to extend the delivery date if reasons for delay are reasonable and acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

#### 1.15. Delivery Times

Deliveries will be accepted only during normal working hours, i.e.; 7:00 a.m. to 3:30 p.m., Monday thru Friday, unless prior arrangements have been made. For large orders, 24 hours notice to the Receiving Department is required to eliminate delays in delivery.

#### 1.16. Evaluation Factors

It is <u>not</u> the policy of the City to purchase on the basis of low bids alone. In evaluating bids, the following considerations shall be taken into account to determine the "best value" for the City.

- A. the purchase price, including reasonable payment discounts;
- B. the reputation of the vendor and of the vendor's goods or services;
- C. the quality of the vendor's goods or services;
- D. the extent to which the goods or services meet the City's needs;
- E. the vendor's past relationship with the City
- F. the impact on the ability of the City to comply with laws and rules relating to historically underutilized businesses;
- G. the total long-term cost to the City to acquire the vendor's goods or services; and
- H. any other relevant factor specifically listed in the request for bids and proposals.

#### 1.17. Disqualification

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

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

#### 1.18. Closing Time & Date

All bids must be returned in sufficient time to be received in the Purchasing Division on or before the advertised closing date and time. Emailed or Faxed bids will not be accepted.

#### 1.19. Late Bids

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

#### 1.20. Copies of Bid Tabulation Results

Bids Tabulations can be downloaded from the City website COSATX.US> Bid Information (or Bid Tabs) > RFB #, or send a self-addressed stamped envelope to: Purchasing Division, City of San Angelo, 72 W. College Ave., San Angelo, Texas 76903 or email darlene.luna@cosatx.us.

#### 1.21. Award of Contract

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

#### 1.22. Partial Award

Bidders may furnish pricing for all or any portion of the bid invitation. UNLESS bidder specifies otherwise in his bid, the City may award contracts for any item or group of items listed.

#### 1.23. Reservations

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

- A. Waive any defect, irregularity, or informality in any bid or bidding procedure.
- B. Extend the bid closing time and date.
- C. Reissue a bid invitation or proposal.
- D. Procure any item by other means.
- E. Increase or decrease the quantity specified, unless the bidder specifies otherwise.
- F. Waive as an informality, minor deviations from specifications at a lower price than the low bid meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and overall function is improved or not impaired.
- G. Consider and accept an alternate bid as provided herein when most advantageous to the City.
- H. Extend any contract when most advantageous to the City.
- The City reserves the right to award multiple contracts based on low bids for individual items or groups of similar items.

#### 1.24. Acceptance

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

#### 2. TERMS AND CONDITIONS

#### 2.1. Order Placement

No order shall be accepted without a Purchase Order and all invoices must reflect the Purchase Order number. City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by City. Accepting orders without a Purchase Order number shall be at the risk of the vendor.

#### 2.2. Seller to Package Goods

The seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows:

- A. Seller's name and address.
- B. Consignee's name and address
- C. Purchase Order or purchase release number, and the supply agreement number if applicable.
- D. Container number and total number of containers, e.g., box 1 of 4 boxes.
- E. The number of the container bearing the packing slip. Seller shall pay cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to the requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

#### 2.3. Shipment under Reservation Prohibited

Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

#### 2.4. Title & Risk of Loss

F.O.B. Destination - The title and risk of loss of the goods shall not pass to City until City actually receives and takes possession of the goods at the point or points of delivery.

#### 2.5. Delivery Terms and Transportation Charges

F.O.B. destination unless delivery terms are specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided City shall have the right to designate what method of transportation shall be used to ship the goods. Delivery may be a consideration in the award when shown to be a benefit to the City.

#### 2.6. No Replacement of Defective Tender

Every tender or delivery of goods must fully comply with all provisions of this contract as to the method and place of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and Seller will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify City of his intention to cure and may then make a conforming tender within the contract time.

#### 2.7. Place of Delivery

The place of delivery shall be that set forth in the block of the purchase order entitled "Receiving Agency". The terms of this agreement are "no arrival, no sale".

#### 2.8. Invoices & Payments

Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after or at the time of each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number, if applicable. Invoices shall be itemized and they shall list transportation charges, if any, separately. A copy of the bill of lading, and the freight waybill, when applicable, should be attached to the invoice. Payment shall not be due until the above instruments are submitted on or after delivery. If invoices are not included in the delivery package then they should be mailed to the ordering department.

No order must be accepted without a Purchase Order and all invoices must reflect the Purchase Order number.

Payment may be withheld by City, at the discretion of the City, to Seller until all required documents pertaining to the sale are received by the City.

#### All invoices should be mailed to:

Billing Address Vehicle Maintenance

City Of San Angelo 1727 Saint Ann St. San Angelo, Texas 76905

#### 2.9. Gratuities

The City may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by City that gratuities were offered from an agent or representative of the Seller to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by Seller in providing such gratuities.

#### 2.10. Special Tools & Test Equipment

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any drawings or related documents thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.

#### 2.11. Warranty-Price

The price to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than seller's current prices on orders by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, reduced to the Seller's current prices on orders by others, or in the alternative, City may cancel this contract without liability to seller for breach or Seller's actual expense.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of the warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### 2.12. Warranty-Product

Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Seller warrants that the goods furnished <u>will</u> conform to the specifications, drawings, and descriptions.

#### 2.13. Safety Warranty

Seller warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by City will be at Seller's expense.

## 2.14. No Warranty by City against Infringements

As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall City be liable to Seller for indemnification in the event that seller issued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify City to this effect in writing within two weeks after the signing of the agreement. If City does not receive notice and a claim of infringement is made, Seller will indemnify, defend, and hold harmless City, its Council members, officials, agents, consultants, and employees free and harmless from and against any and all claims, suits, judgments, costs, penalties, fines, damages, and attorneys' fees and expenses asserted by any person or persons. If Seller, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be void.

#### 2.15. Right of Inspection

City shall have the right to inspect the goods at delivery before accepting them. Acceptance of the goods upon delivery should in no way constitute a waiver of any right or privilege contained with this contract or under law.

#### 2.16. Cancellation

City shall have the right to cancel for default all or any part of the undelivered portion of the order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which City may have in law or equity.

#### 2.17. Termination

Performance under this contract may be terminated in whole, or in part by the City in accordance with this provision. Termination performance hereunder shall be effected by the delivery to seller of a "Notice of Termination" specifying the extent to which performance under this contract is terminated and the date upon which such termination becomes effective.

#### 2.18. Force Majeure

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence said party is unable to prevent.

#### 2.19. Assignment-Delegation

No right or interest in the contract shall be assigned nor shall any delegation of any obligation made by Seller be valid without the written permission of the City. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

#### 2.20. Waiver

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

#### 2.21. Modifications

This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

#### 2.22. Interpretation-Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.

#### 2.23. 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.

#### 2.24. Advertising

Seller 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.

#### 2.25. 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.

#### 2.26. Equal Employment Opportunity

Seller 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 Seller shall be advised of any complaints filed with the City alleging that Seller 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 Seller 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 Bidders are encouraged to participate.

#### 2.27. Conflict Of Interest

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

#### 2.28. Legal Venue

San Angelo, Tom Green County, Texas

#### 2.29. Funds - Price

The seller submitting the lowest and best bid for each item will establish a price agreement with the City. The item(s) ordered will be selected based on the availability of funds, needs of each user, price, delivery, and value to the City. The City reserves the right to award in the bid in whole, by category or by product.

#### 2.30. Claims for Overcharges

Seller 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 <u>et seq.</u>, and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, <u>et seq.</u>

#### 2.31. Piggy-Back Procurements

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

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 solicitation. 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.

#### 2.32. Escalation Review

Price must be firm for the each six (6) months of the one (1) year term. The vendor must notify the City within (15) days of the midpoint of the contract term to request a price review. Price increases shall at no time be more than what similar volume customers would pay (see **Warranty-Price**). The vendor must provide cost analysis and/or other documentation to justify any increase and will not exceed a 5% increase from the bid price. In like manner if production or component costs decrease a reduction in pricing would be expected.

The City Manager or his designee may approve a price increase at his or her full discretion. The increase must be justified in writing or by documentation from the vendor/supplier to the satisfaction and discretion of the City Manager or his designee.

#### 2.33. Terms

This contract will be for one (1) year effective from the bid award date by the City Council. No extension to this contract will be offered.

## 3. Product Specification Worksheet

Bidders shall fill in all blanks on specification sheet(s).

	Vindrow Turner Specifications	Yes	No
<u>1.</u>	New and Unused Windrow Turner		1
Frame			
2.	Tunnel Width: 16 feet		
3.	Drum height: 4 feet		
4.	Tunnel height: 7 feet		
5.	Total width: 25 feet		
6.	Total depth (front to rear): 11 feet 8 inches		
7.	Lowered height: 12 feet 9 inches		
8.	Raised height: 13 feet 19 inches		
9.	Machine weight: 43,000 lbs.		
Engine			
10.	10.8 Liter Tier III turbo-charged diesel engine (Cummins preferred)		
11.	Rated to 375 BHP @ 2,100 rpm		
12.	U.S. EPA Tier 3, CARB Tier IIIA		
13.	Full flow lube oil filter		
14.	Heavy duty dry type air filter with restriction indicator	1	1
15.	Fuel filter and fuel line water separator	1	
16.	Automatic reversing cooling fan		
17.	Pressurized cooling system		
18.	Automatic shutdown system for low oil pressure or high coolant temperature		
19.	Engine block heater		
20.	Radiator mounted on rubber isolators		
	cal System		
21.	12 volt electrical starting system		
22.			
	1 – 8D heavy duty battery		
23.	Regulator and alternator are rated at 120 amps		
24.	Circuit breaker protection		-
	and Weight Distribution		
25.	Heavy duty frame, constructed of 4" x 16" x 3/8" and 4" x 4" x 1/4" square steel		
	tube with continuous welding		
26.	Sacrificial 1/2" steel wear shoe, welded to the underside of the frame where it		
	contacts the ground		
27.	The upper portion of the frame extends directly over drive assemblies		
28.	Weight of the machine to be supported by a total of four (8) hydraulic cylinders		
	ing Height Adjustment		
29.	Machine operating height hydraulically controlled from the cab in a range of 0" to		
	12" above ground level		
30.	Each side of the machine and the rear of the machine shall be raised and		
	lowered independently		
31.	Operating height is monitored, maintained, and adjusted by the machine		
	operator in the cab		
32.	Height indicators to allow for height adjustment with a stationary cab		
Drive /	Assembly		
33.	Drive wheels located at the forward side of machine		
34.	Steering: independent manipulation of drive wheels		
35.	Drive wheels equipped with 28L x 26", 10 ply tires, 20" rims		
36.	Infinite variable displacement piston type hydraulic pumps and are rated to		
	withstand pressures up to 7,000 PSI		
37.	Fixed displacement piston type hydraulic motors rated to withstand up to 4,000		1
	PSI		

	Windrow Turner Specifications	Yes	No
Load	Controller		
38.	Digital load controller linked between the Power Unit and the Drive System		
39.	Digital load controller shall respond to changes in drum load demand smoothly		
	by slowing the machine's forward rate of travel without input from the operator		
Proce	ssing Tunnel		
40.	Tunnel shall be designed to accept a windrow that is up to sixteen feet (16')		
	wide at the base, and approximately seven-feet (7') high at the center, and		
	approximately two feet(2') wide at the crown		
41.	Inside of the tunnel shall be fully lined with 3/8" rubber skirting		
42.	Safety strips of 3/8" rubber skirting shall veil the front and rear of the tunnel in		
	such fashion as to retard the high speed ejection of material		
43.	Rear skirt shall be designed to control dust and to aid in the distribution of		
.0.	material into evenly formed windrows; and its height shall be hydraulically		
	adjustable from the cab		
Rotat	ing Drum		
44.	Rotating drum shall be designed with 'paddle flails' designed in such a manner		
- <del></del>	that they can be rotated and used two (2) times		
45.	Insert brackets shall be designed so that the 'paddle flails' are easily replace	1	
<del>-</del> J.	with standard hand tools		
46.	Drum should be mounted horizontally across the lower portion of the tunnel		
47.	Manufactured from 5/8" thick steel pipe, the drum surface is fifteen feet nine		
41.	inches (15' -9") in length and thirty-inches (30") in diameter		
48.	Effective diameter of the drum (fully extended flail-tip to flail-tip) is approximately		
40.	forty eight inches (48")		
Drum	Drive		
	Drum rotation shall be controlled from the cab through the use of a		
49.			
<b>50</b>	microprocessor controlled Hydraulic PTO drive unit		
50.	HPTO unit shall be capable of a maximum of 450 HP		
51.	Microprocessor shall perform system diagnostics and display findings along with		
	creating a log of operator's actions		
52.	Speed of the drum is preset to specifications up to 300 rpm		
53.	Unit is connected to the drum via 'Power Band' belts, drive pulleys and sheaves,		
	these components shall be rated for a maximum of 450 HP		
54.	Belt system incorporates a 'Fixed Tension' belt system.		
_	ulic System		
55.	90 US gallon hydraulic fluid reservoir with fluid level site glass, temperature		
	gauge		
56.	Fill cap with screened fill pipe		
57.	Interior baffle submerged and filtered; removable 100 mesh filters for each		
	suction line		
58.	Ball-type shutoff valves with indicators		
59.	All suction filters shall be at least one inch (1") from the bottom of the reservoir		
60.	All hydraulic pumps shall be equipped with charge pressure screw-on type filters		
61.	Hydraulic oil cooler is incorporated in the 'auto reversing fan' system that shall		
	automatically reverse itself as the water temperature rises, and can be operated		
	manually at any time by the operator		
62.	Separate hydraulic gauges shall be provided for each hydraulic loop mounted		
	outside the operator's cab for both safety as well as ease of view and up-keep		
63.	All hydraulic system filters shall have indicator lights, located in the operator's		
	cab, and will come on when that filter's flow rate is restricted		
64.	The hydraulic system is equipped with a 'low oil' engine shut down alarm and		
	light		
Opera	tor Cab		
65.	Cab shall be located on the front centerline of the machine directly over the		
	windrow, providing a panoramic view through tinted safety glass		

2014 Windrow Turner Specifications 66. Cab shall be isolated and sound insulated, suppressing interior engine noise to less than 80 decibels 67. Cab shall be pressurized, heated and air conditioned with high efficiency cabin air filters 68. Adjustable, deluxe operator's seat 69. All gauges shall be conveniently located for efficiency and comfort 70. All primary controls shall be located on a tilt console directly in front of the operator, permitting one-handed steering and speed adjustment 71. Keyed door lock 72. Windshield wiper 73. Six (6) directional LED floodlights for nighttime operation four in the front and two in the rear 74. Three (3) mirrors shall be mounted around the guardrail, to the right and left of the cab. The mirrors shall be positioned to monitor the front of the radiator and the rear of the machine 75. Backup alarm, which automatically adjusts its volume to 5 decibels above the surrounding ambient noise level 76. Three rear-facing cameras (one center mounted and operator controlled and two additional fixed cameras on each rear corner) with high performance automotive grade color LCD monitor 77. Fire extinguisher mounted to the guardrail just outside the cab 18. Engine oil pressure gauge 80. Engine hour meter 81. Voltmeter 82. Engine coloant temperature gauge 83. Full gauge 84. All components shall be sandblasted, stress relieved and painted prior to final assembly 85. All exposed metal surfaces shall be epoxy primed, and sealed with industrial grade enamel  Platform 86. Operator's platform designed to provide safe and convenient access to the cab, engine and fluid reservoirs 87. Access gained by two (2) ladders with grab rails located at each end of the rear face of the machine 88. Deck shall be covered by a finited lifetime warranty against breakage of the heavy-duty flait brackets and shafts. 99. Two years or 2,000 hours of operation – full machine 90. Rotating drum shall be covered by a limited lifetime warranty against breakage of the heavy-duty flait brackets and shafts. 91. Belance	No
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93. Vendor shall provide technician training separate from operator training if	
93. Vendor shall provide technician training separate from operator training if	-
requested	

2014 V	Vindrow Turner Specifications	Yes	No
Other			
94.	Delivery shall be made to City of San Angelo; to designated area not to exceed 10 miles of City limit. Costs associated with delivery, unloading and setup of equipment will be included at no additional cost.		
95.	Delivery Indays after receipt of order.		
96.	It is preferred that online access to operator, parts and service manuals if available shall be provided without an annual subscription fee for the life of the unit. In the event online access is not available, 2 copies of operator's, parts and service manuals shall be provided in electronic format (CD or mass storage device) or books on delivery		
97.	Unit to be delivered complete, clean and ready for service with a full tank of fuel.		
98.	The inspection and acceptance of all units will be held jointly by Vehicle Fleet Services and the department operating the unit.		
Option			
99.	Engine diagnostic software and hardware (if necessary) to be included. Must include all cables and interfaces from tool to machine, and diagnostic ports. Onsite diagnostic training using software.		
100.	Engine equipped with remote monitoring (Cummins Power Command Remote Monitoring System or equivalent) and shall be capable of :		
101.	Remote monitoring and diagnostics.		
102.	Sending text and email messages warning of trouble codes, events or services due		
103.	View location (real time)		
104.	Run usage, fuel consumption and status reports online		
105.	Optional extended warranty:		
106.	Full Machine: 4 year/5000; \$		

## **Trade In Specifications**

City shall solely decide trade-in option; machine details available upon request

## Machine to be considered for trade-in:

1. Asset #11762 – 2003 Scarab Compost Turner; Model 16HYD-425-RT

## Contact for more information and/or assessment appointment:

Ryan Kramer, Superintendent Vehicle Maintenance City of San Angelo 1727 Saint Ann St. San Angelo Texas, 76905 Email: <a href="mailto:ryan.kramer@cosatx.us">ryan.kramer@cosatx.us</a>

Telephone: (325) 657-4329

THIS FORM MUST BE RETURNED WITH THE BID

#### 4. BID FORMS

#### **Submittal Copies**

Submit One (1) unbound original (binder clips acceptable), two (2) bound copy (binders, staples or binder clips are acceptable).

#### **Bid Documents**

Submit all Bid Documents in the following order:

- 1. Bid Submission Sheet (Required)
- 2. Specification Compliance Worksheet (Required)
- 3. Addendum Acknowledgment (If applicable).
- 4. Conflict of Interest (Required)
- 5. Local Preference Application (If applicable)
- 6. Vendor Compliance With Reciprocity On Non-Resident Bidders (Required)
- 7. Suspension and Debarment Certification (Required)
- 8. IRS Form W-9 (Required)
- 9. All forms/documents as specified
- 10. No Bid Reply Form (if applicable)



## CITY OF SAN ANGELO

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

#### **Bid Sheet**

Company Name:
Refer to Instructions to Bidders before completing Bid Sheet and quote your best price F.O.B. destination, on each item.
All respondents are responsible for verifying if any addendums have been issued prior to submitting a bid. Furthermore all respondents must agree that the prices(s) quoted in their bid reflects all changes or modifications created by all addendum(s). Respondents are highly encouraged to visit our website at <a href="https://www.cosatx.us">www.cosatx.us</a> or call (325) 657-4219 prior to submitting their bid.
Any brand names referenced in this RFB are solely for establishing a product minimum standard.

Note: Should there be any differences between the unit price and the extended pricing calculations, the unit price will prevail.

ltem	Description	Estimated Quantity	Unit Price	Extended Price
1	Windrow Turner	1		
2	Make and Model Quoted			
3	Delivery Lead Time (in calendar days)			

	Options				
	Optional Equipment, Services, Warranty		Unit Price	Extended Price	
1	Engine diagnostic software and hardware (if necessary) to be included, including all cables, interfaces from tool to machine, diagnostic ports and on-site diagnostic training using software.				
2	Engine equipped with remote monitoring (Cummins Power Command Remote Monitoring System or equivalent)				
3	Optional extended warranty full machine 4 Year/5000				

	List any other beneficial options availab	le and the price	
1			
2			
3			
4			
5			
6			
Trade In	n Value Toward Purchase		
1	Trade In Value	1	
	1	I	
Bid Auth	norized Signature/Contact Information Shee	t	
Firm Na	ame:		
Mailing	Address:		
City, St	tate Zip Code:		
Authori	ized Signature:		
Print N	ame/Title:	Date	e:
Tax ID:	<u> </u>		
Payme	nt Terms/Discount	Email:	
Teleph	one:		
	Attach II	RS Form W-9	
Bids whic	ch are not signed and dated or bids which do no		ements herein, may be
considere	ed non-responsive and may be rejected.		
•	May this item be purchased at bid price	with a Procurement Card	d? YesNo
	Additional fees? YesNo	How much?	
•	Are prices based on a purchasing coope		
	<ul> <li>If Yes: Name of Cooperative;</li> </ul>	Con	tract No
•	Vendor Agrees to allow Piggy-Back Pro	curements Yes	No

THIS FORM MUST BE RETURNED WITH THE BID

## **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 P	Print
	Company Name
	Signature
	Printed Name
	Title
	Address
	City, State Zip Code

THIS FORM MUST BE RETURNED WITH THE BID



## CITY OF SAN ANGELO

## PURCHASING DEPARTMENT 72 West College Avenue, San Angelo, Texas 76903

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

#### **Disclosure of Certain Relationships**

#### **NOTICE TO VENDORS**

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

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 <a href="http://sanangelotexas.org">http://sanangelotexas.org</a>. 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 7<sup>th</sup> business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

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

Roger S. Banks

Division Manager, Purchasing

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80 <sup>th</sup> Leg., Regular Session		OFFICE USE ONLY		
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.		Date Received		
By law, this questionnaire must be filed with the records administrator of the local government entity not late than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006, Local Government Code.				
A person commits an offense if the person knowing violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.				
1. Name of person doing bus	iness 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 7 <sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)				
3. Name of local government	officer with whom filer has affiliation or business relationship.			
	Name of Officer			
This section, (item 3 including subparts A, B, C & D, must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a),. Local Government Code. Attach additional pages to this Form CIQ as necessary.				
A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?				
	Yes No			
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?				
	Yes No			
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of ten (10) percent or more?				
	Yes No			
D. Describe each employment of business relationship with the local government officer named in this section.				
4.				
Signature of person doing business w	vith the governmental entity Da	te		

## **Local Government Officers of the City Of San Angelo**

As defined by Chapter 176 of the Texas Local Government Code (Revised 8/6/13)

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

#### City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

- Council Members:
  - Mayor Pro-Tempore: Charlotte Farmer, SMD 6
  - Rodney Fleming, SMD 1
  - Marty Self, SMD 2
  - Johnny Silvas, SMD 3
  - Don Vardeman, SMD 4
  - Elizabeth Grindstaff, SMD5

City Manager: Daniel Valenzuela

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

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

Executive Director: Roland Peña



## CITY OF SAN ANGELO

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

#### **Local Preference Consideration**

Section 271.9051 of the Texas Local Government Code "CONSIDERATION OF LOCATION OF BIDDERS 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, 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, Telecommunication and Information Technology Bids or any purchases \$100,000.00 or greater.

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.

Bidders 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 Na	ame:
Physical Ad	dress:
Mailing Add	ress:
City:	
Zip Code:	
Business Ty	
	Corporation – Indicate state of incorporation Partnership – Indicate "general" or "limited" Sole proprietorship
	<b>Preference</b> (Check applicable box(s) if physical location of business is not within the City City of San Angelo.
	The business is a partnership with residents of the City of San Angelo owning a majority beneficial interest in the partnership (Attach a list of partners with names and addresses).
	The business is a sole proprietorship owned by a resident of the City of San Angelo (Attach name and address of owner).
Economic D	evelopment: (Include 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.
Pleas	se include:
	Number of New Employees
	<ul> <li>Number of Saved Positions</li> <li>Value of increased tax revenue to be generated if you are awarded this contract \$</li> </ul>
this form is t	<b>TION:</b> I hereby certify under penalty of perjury that the information which I have provided on rue and correct, that I am authorized to sign on behalf of the business set out above and if the city will provide, within 10 days of notice, the necessary documents to substantiate the rovided.  (Please print)
Company Nam	ne Printed Name
Address	Signature
City, State Zip	Code Title
Intentionally L	eft Blank

#### **Vendor Compliance With Reciprocity On Non-Resident Bidders**

Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident bidder must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident bidder is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

A.	Non-resident vendors in		
	copy of the statute is attached.	percent lower than resident bidders by state law.	А
	copy of the statute is attached.		
	Non-resident vendors in	(give state), our principal place of	
	business, are not required to underbid re-	· · · · · · · · · · · · · · · · · · ·	
B.	Our principal place of business, or corpor	rate offices are in the State of Texas:	
BIDDE			
	(PI	ease print)	
		Company Name	
		company name	
		Signature	
		Printed Name	
		Title	_
		Address	
		City. State Zip. Code	

THIS FORM MUST BE RETURNED WITH THE BID



## CITY OF SAN ANGELO

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

#### **Debarment and Suspension Certification**

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

(Please print)

Company Name
<del></del>
Signature
Printed Name
Printed Name
Title
Title
Address
, 144, 164
City, State Zip Code

THIS FORM MUST BE RETURNED WITH THE BID

#### **Instructions for Certification**

- 1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
- 4. The prospective participant shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
- 6. The prospective participant agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
- 7. The prospective participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



## CITY OF SAN ANGELO

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## No Bid Reply Form

If for any reason, you <u>are not</u> submitting a bid/proposal, please check one or more reasons below and return the form to us either by mail or by email to <u>sapurch@cosatx.us</u> in order to remain in our database for these types of products or services.

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

#### **PLEASE PRINT**

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

We hereby submit a "No Bid" because:
( ) 1. We are not interested in selling through the bid process.
( ) 2. We are unable to prepare the bid form in time to meet the due date.
( ) 3. We do not wish to bid under the terms and conditions of the Request for Bid/Proposal.  OBJECTIONS:
( ) 4. We do not feel we can be competitive.
( ) 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
( ) 6. We do not wish to sell to the City of San Angelo. OBJECTIONS:
( ) 7. We do not sell the items or provide the services requested.
( ) 8. Other:
Firm
Signed

Thank you for your assistance!