

\$10.00

**CITY OF SAN ANGELO
REQUEST FOR BIDS**

**Construction & Facilities Management
HVAC Maintenance & Repair Services**

RFB No. CFM-03-14



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

Submittal Deadline
August 12, 2014 2 P.M. Local time

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This Table of Contents is intended as an aid and not as a comprehensive listing of the proposal package. Bidders are responsible for reading the entire proposal package and complying with all specifications.



1. INTRODUCTION

1.1. General

The City of San Angelo is accepting sealed bids to establish a Fixed Price Agreement with multiple vendors with qualified contractor(s) for providing HVAC Maintenance & Repair Services to approximately sixty-five (65) facilities. The services will generally include, but not be limited to, installation, maintenance, and service calls, in both commercial or residential properties

There will be at least two alternate contractors also selected to provide services should the primary not be able to respond in the manner and time frame deemed necessary by the City Representative placing the initial service request.

Should the scope, complexity of a specific project exceed City guidelines or in the event of an emergency, the City reserves the right to request quotes or bids from additional providers.

Locations of the work shall include, but not be limited to the following buildings:

- City Hall
- Ralph Chase State Building
- Mathis Field Airport
- Animal Services
- Police Department
- Municipal Court

1.2. Bid Documents

Bid documents may be obtained in the Purchasing office located at 72 West College Avenue, Suite 330, San Angelo, TX, 76903 at a cost of \$10.00 or online for no cost at:

- www.sanangelotexas.us
- Bid Information (bottom of screen)
- CFM-03-14/HVAC Maintenance & Repair Services

1.3. Digital Format

If Respondents obtained the bid specifications in digital format in order to prepare a bid 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.

1.4. Pre Bid Conference

A pre-bid conference is scheduled for **August 5, 2014** and potential bidders are highly encouraged to attend. The conference will be held in Training Room, B110 at 72 West College Avenue, San Angelo, Texas beginning at 1:30P.M. City staff will be on hand to respond to any questions regarding the specifications and bidding procedures.

1.5. Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are included within the draft Services Agreement Form included within this bid package. Please read the bold note at the top of the first page of the draft Project Agreement Form and review the insurance and indemnification requirements listed in Section 5 of that form with your insurance agent prior to submitting your bid.

1.6. Required Response

The City requires a response to any RFB's mailed to potential bidders. Should a company receive an RFB, but choose not to bid, then in order to remain on the City of San Angelo's Potential Bidders List you must submit a "No Bid".

1.7. No Bid Instructions

To submit a No Bid, complete the Bid Sheet by entering "No Bid" on Line Item 1, complete the Contact Information section, and mail the Bid Sheet pages before the deadline. Firms that do not respond will be removed from the bidders list.

1.8. Confidentiality

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

1.9. 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.

1.10. Acceptance of Bid Content

Before submitting a bid, 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 bid 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.

1.11. Copies Of Bid Tabulation Results

For a copy of the Bid Tabulation results, send a self-addressed stamped envelope to: Purchasing Department, Bid Tabulation Request, City of San Angelo, 72 West College Avenue, San Angelo, Texas 76902-1751. Bid tabulations may also be obtained by emailing sapurch@cosatx.us. Please include the bid title and number in your request.

1.12. 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.



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

2. DEADLINE AND DELIVERY LOCATION

2.1. Deadline

Sealed Request for Bids (RFB) submittals must be received and time stamped, **August 12, 2014, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Late bids will not be considered.

2.2. Copies

- a. Submit one (1) **unbound** original and two (2) **bound** complete copies of your bid. (Staples and binder clips are acceptable for unbound original).
- b. Enclose one (1) CD or flash drive containing digital copy of Bid Sheet and all bid forms, and any supplemental documentation in a PDF format. Digital copies may be scanned documents, electronically completed forms, or other acceptable methods of document retention.

2.3. Sealed Envelope Formatting

Mark Sealed Bid Envelope: **"RFB NO. CFM-03-14/HVAC Maintenance & Repair Services"**

2.4. Delivery Envelope Formatting

Mark delivery envelope "Sealed Bid Enclosed"

2.5. Delivery Addresses:

USPS: City of San Angelo
Purchasing Department, RFB: CFM-03-14
72 West College Avenue
San Angelo, Texas 76903

USPS Express Mail is NOT Recommended

Delivery Services: City of San Angelo
Purchasing Department, RFB: CFM-03-14
72 West College Avenue, Suite 330
San Angelo, Texas 76903

NOTICE

It is the sole responsibility of the bidder to ensure that the properly packaged, addressed as reflected above and that it arrives at the above location by the specified deadline regardless of delivery method selected

Faxed or electronically transmitted bids will not be accepted

2.6 Points Of Contact

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

John Rangel, Maintenance Supervisor
Facility Maintenance Department
City of San Angelo
72 W. College Avenue
San Angelo Texas 76903
Email: john.rangel@cosatx.us
Office: (325) 657-4236

3. INSTRUCTIONS TO BIDDERS

3.1. Proposal/Bid Interpretation

All questions about the meaning or intent of the Contract Documents, including specifications shall be submitted to the Purchasing Division in writing at sapurch@cosatx.us. Replies will be issued by Addenda uploaded to the City's website. Questions received less than seven (7) 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.

3.1. Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Department will issue an addendum addressing the nature of the change. **Respondents must acknowledge the review of the addendums as provided in the Bid Submission Forms.** Addenda will be posted on the City's website as they are issued. **Bidders are** 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 do so will be at the Risk of the bidder and no accommodations will be made for failing to consider all addendums

3.2. 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.

3.3. Substitutions

It is the intention of the City of San Angelo to purchase equipment/services 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.

3.4. 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.

3.5. Taxes

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

3.6. 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.

3.7. Modification Or Withdrawal Of Bids

Bid pricing **CANNOT** be altered or amended after the closing time. Bids may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Department. 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 Department.

All bids must be firm for 90 days from the bid submission deadline.

3.8. Prices

Bidder is to quote their lowest and best price on each item, including shipping if applicable, unless otherwise specified. 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 provided in the Terms and Conditions section. 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.

3.9. 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.

3.10. 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 Owner 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.

3.11. Evaluation Factors

It is **not** 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;
- 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;
- h. ability to respond to multiple calls a the same time; and
- i. any other relevant factor specifically listed in the request for bids and proposals.

3.12. Partial Award

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

3.13. Reservations

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

- Waive any defect, irregularity, or informality in any bid or bidding procedure.
- Extend the bid closing time and date.
- Reissue a bid invitation or proposal.
- Procure any item by other means.
- Increase or decrease the quantity specified, unless the bidder specifies otherwise.
- 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.
- Consider and accept an alternate bid (if requested in bid document) as provided herein when most advantageous to the City.
- 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.

3.14. Submission Of Bids

Sealed bids are to be returned by the closing time and date stated in the Deadlines and Delivery Options Section. Faxed or electronic submitted bids will not be accepted.

3.15. Closing Time & Date

All bids must be returned in sufficient time to be received in the Purchasing Department on or before the advertised closing date and time

3.16. Late Bids

Bids received after the advertised closing time and date regardless of the mode of delivery, will not be considered.

3.17. Acceptance

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

4. TERMS AND CONDITIONS

NOTE: No order shall be accepted by the vendor 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.

4.1. Invoices & Payments

Seller shall submit separate invoices for each facility on each purchase order or purchase release after or at the time of each delivery. Invoices shall indicate the Facility name and/or address, **purchase order** 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. Invoices may be e-mailed to each facility manager to expedite payment for services.

All hard copy invoices should be mailed to:

**"Facility/Building Name"
City Of San Angelo
72 West College Avenue
San Angelo, Texas 76903**

Payment may be withheld, without penalty, by City, at the discretion of the City, to Seller until all required documents pertaining to the sale are received by the City. The invoice will not be considered valid until all documentation is received.

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.

Do not include Federal Excise, State, or City Sales Tax.

4.2. 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.

4.3. 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.

4.4. 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.

4.5. 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 will conform to the specifications, drawings, and descriptions.

4.6. Safety Warranty

Seller warrants that the product sold/utilized 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.

4.7. 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.

4.8. 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.

4.9. 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.

4.10. 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. The City's also reserves the right to terminate the contract without cause.

4.11. 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.

4.12. 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.

4.13. 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.

4.14. Modifications

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

4.15. 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.

4.16. 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.

4.17. 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.

4.18. 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.

4.19. 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.

4.20. 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.

4.21. Funds – Price

The item(s)/service ordered will be selected based on the availability of funds, needs of each user, price, delivery, and value to the City.

4.22. Legal Venue

San Angelo, Tom Green County, Texas

4.23. 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 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

4.24. 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.

4.25. Escalation

Price must be firm for each one (1) year term. A price increase shall at no time be more than what similar volume customers would pay (see **Warranty-Price**). The vendor must submit the written request to the Construction and Facilities Manager with all substantiating documentation ninety (90) days prior to the end of each one (1) year term to request a price escalation. The vendor must provide cost analysis and/or other documentation to justify any increase.

MPO markup adjustments may be requested as stated above. These cost adjustment requests must be submitted in writing ninety (90) days prior to the end of each one (1) year term to request a price escalation.

The City Manager or his designee may approve a contract term extension without a price increase at his or her full discretion. The City Manager or his designee may approve a contract extension with an increase in price if the increase can be justified in writing or by documentation from the vendor/supplier to the satisfaction and discretion of the City Manager or his designee. If no agreement is reached, the City may re-bid the contract.

The City of San Angelo reserves the right to accept or reject any/all of the price adjustment requests, as it deems in the best interest to the City.

4.26. Term

The initial term of this agreement shall be for one (1) year from the date of execution, and may be renewed, if agreeable to both parties, for four (4) additional one (1) year periods. The contract renewal options will be automatic unless written termination notification has been provided in the Escalation Section above.

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5. DRAFT SERVICE AGREEMENT

NOTICE

This is the City's standard form of agreement for projects of this type. The specified insurance requirements in Section 15 of this agreement are applicable to this project. After proposals are opened and the City has determined its recommendation, a final agreement for the Provider's signature will be prepared. The appropriate sections will be completed with an accurate summary of the description of work to be awarded and the bid price recommended to Council, including all alternates, options and addenda to be awarded. This agreement must be finalized by the CITY, and signed by the Provider, prior to the award of the bid by the City Council.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this ____ day of _____, 2014 (but effective as of _____) by and between the City of San Angelo, a municipal corporation of the State of Texas ("City") and _____, a _____ ("Provider").

RECITALS:

- A. City has issued a Request for Bid No. CFM-03-14 Construction & Facilities Management HVAC Maintenance and Repair Services ("RFB CFM-03-14") for professional HVAC services to approximately sixty-five (65) City-owned facilities ("Services").
- B. Provider's proposal, in response thereto, has been selected as the most qualified proposal for the provision of Services ("Proposal").
- C. Provider possesses all necessary qualifications and expertise to perform Services.
- D. City wishes to engage the services of Provider, and Provider wishes to perform Services for City, under the terms and conditions set forth herein.
- E. The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

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

TERMS:

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement. City's RFB CFM-03-14 and Provider's proposal are hereby incorporated into and made a part of this Agreement and attached hereto as Exhibit "A".

2. **TERM:**The term of this Agreement shall be one (1) year commencing on the effective date hereof.

3. **OPTION TO EXTEND:** City shall, at its sole discretion, have four (4) options to extend the term hereof for additional one (1) year periods, based on a finding that the exercise of the option is in the City's best interest, subject to availability and appropriation of funds.

4. **SCOPE OF SERVICE:**

A. Provider agrees to provide Services as specifically described, and under the special terms and conditions set forth herein and Exhibit "B" attached hereto, which by this reference is incorporated into and made a part of this Agreement.

B. Provider represents and warrants to City 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 City, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner described in Exhibit "B".

5. **CHANGE IN WORK PERFORMED:** City may request to add or delete items to be serviced under this Agreement. Any additions or changes to the items serviced or services required shall be done by a change order signed by an authorized representative of both parties and shall immediately become a part of this Agreement. A decrease or increase in the services to be provided to any item set forth on attached Exhibit "B" hereto, which by this reference is incorporated into and made a part of this Agreement, shall be at an amount negotiated by the parties and authorized by change order.

6. COMPENSATION:

A. The amount of compensation payable by City to Provider shall be based on the rates and schedules described in Exhibit “C” hereto, which by this reference is incorporated into this Agreement; provided, however, that in no event shall the total amount of compensation under this Agreement exceed _____ and ___/100 Dollars (\$_____).

B. Unless otherwise specifically provided in Exhibit “C”, 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 City require one to be performed.

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

8. AUDIT AND INSPECTION RIGHTS:

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

B. City may, at reasonable times during the term hereof, inspect Provider’s work and perform such tests, as City deems reasonably necessary, to determine whether the goods or services required to be provided by Provider under this Agreement conform to the terms hereof, the terms of RFB No. CFM-03-14 and the terms found in Exhibit “A”, if applicable. Provider shall make

available to City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

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

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

11. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** Provider understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Provider agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

12. **INDEMNIFICATION AND INSURANCE:**

A. **INDEMNIFICATION.** Provider shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act,

omission, default or negligence (whether active or passive) of Provider or its employees, agents or sub-providers (collectively referred to as "Provider"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) or strict liability of the Indemnities, or any of them or (ii) the failure of provider to comply with any of the paragraphs herein or the failure of provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, 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 gross negligence or willful misconduct.

B. INSURANCE. Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in Exhibit "D" attached hereto, which by this reference is incorporated into this Agreement, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insured, except on coverage for Workers' Compensation. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the services under this contract without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City'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 City, its council members, board and commission 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 "D" 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 City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, this Contract shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

13. DEFAULT: If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the

occurrence of a default hereunder City, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by City to Provider while Provider was in default shall be immediately returned to City. 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 the Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to City for all expenses incurred by City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by City in the re-procurement of the Services, including consequential and incidental damages.

14. RESOLUTION OF CONTRACT DISPUTES: Provider understands and agrees that all disputes between Provider and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his/her resolution, prior to Provider being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds \$25,000.00, the City Manager's decision shall be approved or disapproved by City Council. Provider shall not be entitled to seek judicial relief unless: (i) it has first received the City Manager's written decision, approved by City Council if the amount of compensation hereunder exceeds \$25,000.00, or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation (ninety (90) days if the City Manager's decision is subject to City Council approval); or (iii) City has waived compliance with the procedure set forth in this section by written instruments, signed by the City Manager.

15. TERMINATION RIGHTS OF CITY:

A. City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of

such termination. In such event, City shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

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

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

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

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:

TO PROVIDER:

City of San Angelo
Attn: John Rangel, Facilities
Maintenance Supervisor
72 W. College Ave.
San Angelo, Texas 76903
Phone: (325) 657-4236

Attn: _____

Phone: _____

19. MISCELLANEOUS PROVISIONS:

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

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.

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

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

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

23. **REAFFIRMATION OF REPRESENTATIONS:** Provider hereby reaffirms all of the representations contained in this Agreement, RFB No. CFM-03-14 and included in Exhibit "A".

24. **DOCUMENTS OF INCORPORATION:** This Agreement is expressly made subject to all exhibits hereto, to all of the exhibits, provisions, requirements, federal, state and local laws, rules and regulations as of the effective date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon City. All of the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

25. **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.

26. **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.

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

“City”
CITY OF SAN ANGELO, a municipal corporation

ATTEST:

Alicia Ramirez, City Clerk

By: _____
Daniel Valenzuela, City Manager

“Provider”
_____, a _____

By: _____

ATTEST:

_____, Secretary

EXHIBIT “A”

EXHIBIT “B” SCOPE OF SERVICES

1.0 SCOPE OF SERVICES

Services performed will include HVAC services as required hereunder and in accordance with RFB CFM-03-14 to provide HVAC services to approximately sixty-five (65) facilities. The services will generally include, but not be limited to, installation, maintenance, and service calls in both commercial or residential properties.

Locations of the work shall include, but not be limited to the following buildings:

- Animal Services
- City Hall
- Mathis Field Airport
- Municipal Court
- Police Department
- Ralph Chase State Building

The number of facilities may increase as new facilities are completed. Services required will include installation, maintenance, and service calls on an as-needed basis. :

**EXHIBIT “C”
COMPENSATION**

Provider shall provide Services under this Agreement as specified in Exhibit “B” of this Agreement. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

1.0 PAYMENT OF COMPENSATION

Provider shall submit to City a monthly invoice which indicates 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. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If City disputes any of Provider’s fees, City 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 City.

3.0 COMPENSATION AMOUNT

The price for HVAC services as stated in this Agreement shall be the following hourly labor rate, plus applicable tax, as and when due.

Hourly Labor rate: \$____ per hour.

4.0 EXTRA WORK

At any time during the term of Agreement, City may request that Provider perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of Services, but which the parties did not reasonably anticipate would be necessary at the execution of Agreement. Provider shall not perform, nor be compensated for, Extra Work without written authorization from City.

**EXHIBIT “D”
SPECIAL INSURANCE RIDER**

1.0 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 the City or others arising out of the act or omission of provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled “Indemnification,” including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent providers (to remain in force for two years after final payment). Coverage limits shall not be less than:

\$ 500,000.00	General Aggregate
\$ 500,000.00	Products – Completed Operations
\$ 500,000.00	Personal & Advertising Injury
\$ 500,000.00	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 not be less than:

\$ 500,000.00	Combined Single 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
\$ 100,000.00	Employer's Liability, Each Accident
\$ 100,000.00	Employer's Liability, Disease - Each Employee
\$ 500,000.00	Employer's Liability, Disease – Policy Limit

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.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF SAN ANGELO, TEXAS
AND _____**

RFB CFM-03-14

APPROVED AS TO FORM AND
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:

Lysia H. Bowling, City Attorney

John Seaton, Risk Manager

APPROVED AS TO CONTENT:

Ron Lewis, Manager - Facilities Maintenance

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6. GENERAL SPECIFICATIONS

6.1. General

- A. All work and materials shall be installed in accordance with and meet or exceed all applicable federal, state and city codes, and standards.
- B. The Contractor shall provide all materials and labor necessary to perform maintenance, repair, installation, or alteration of various types of electrical systems including power, lighting, distributions systems, panels and sub-panels.
- C. Specialty and/or rental equipment shall be itemized and invoiced as a separate line item. Specialty equipment shall be supplied by electrical Contractor. A reasonable mark up rate is allowed at the percentage rate (MPO) as stipulated in the bid document. Verification of the rental fee and mark up may be requested
- D. Contractor shall have a current Certificate of Insurance with the City's Risk Management Department prior to any work being performed. Insurance requirements are included in this bid package.
- E. Should the contractor not be able to respond within a reasonable amount of time, as determined by the City, the City shall have the right to select the next lowest bidder. The process shall continue until a contractor is selected.
- F. Contractor will be responsible for obtaining all necessary permits, inspections, and payment of all fees.
- G. Contractor shall be licensed by the State Of Texas and must hold a current contractor's registration, and be in good standing, with the City of San Angelo Inspection and Permits Department.
- H. Sub-contractors performing work for the bidder shall have appropriate federal, state, and/or local licenses.
- I. Sub-contractors performing work for the bidder shall have certificates of insurance on file with the City of San Angelo's Risk Management Department prior to any work being performed.
- J. Some work areas may be security sensitive. City shall have the right to perform criminal background investigations on bidder and any employees of the bidder who will be performing work in such secure areas and/or allow their employees to be escorted by duly authorized personnel.
- K. The City and Bidder shall comply with all applicable contract provisions when performing work requiring an expenditure of federal funds (i.e., Airport Improvement Projects).
- L. Contractor is responsible for securing work areas and cleaning up all trash and debris upon completion of work.
- M. Installation of equipment and materials shall be performed in accordance with all applicable federal, state, and local codes and ordinances.
- N. Contractor shall install, by approved methods, UL approved materials, devices, and equipment at all times.
- O. All installed materials, equipment, appliances, fixtures, wiring, etc. shall meet and/or exceed the National Electrical Code and/or City Code requirements.
- P. The City shall have the right to inspect all materials and equipment to be installed.
- Q. The Contractor shall have all work performed inspected and approved by the City of San Angelo's Inspection & Permits Department.
- R. Material Profit and Overhead- Materials, supplies, equipment, equipment rentals shall be invoiced at bidders cost plus mark-up. All invoices must reflect the MPO as a separate line item.
- S. The City will compensate Contractor for one (1) Journeyman per service call, unless the scope of the project requires two or more to assist in the completion of the project/service call.

6.2. Definitions

Call Back - A direct response from a contractor to the City, to confirm an emergency service request, estimated time of arrival, etc (nominally shall be within 30 minutes of the original emergency call). The Contractor shall provide a 24 hour-a-day contact number for emergency service requests.

Emergency Work – Any work, identified by an authorized City representative, that is necessary for the continued operation of the City of San Angelo's infrastructure or which directly impacts the citizen's of San Angelo. For example; Machinery or systems that are critical to the operation of the City and rendered out of service by act of God or other unforeseen circumstance or condition requiring immediate repair or replacement.

Holiday Hours - Holiday Hours as used within this agreement are defined as any period of time worked on New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day.

Non-Emergency Work – Routine service request where the work has not been identified as an emergency by the City.

Overtime Hours - Overtime Hours as used within this agreement is defined as any period of time within a twenty four hour (24) period worked, with the consent of the City, beyond Regular Hours.

Regular Hours - Regular Hours as used within this agreement is defined as any eight (8) hour period within a twenty four (24) hour period. Nominally: 8 am-5pm, unless otherwise specified.

6.3. Non-Emergency Work

The response time on non-emergency work (Service Call) shall not exceed three hours from the time of notification from an authorized representative of the City of San Angelo, unless other arrangements have been made. All work shall be performed during normal business hours, unless otherwise approved by an authorized representative of the City.

6.4. Emergency Work

For purposes of this section, the authorized representative of the City shall decide whether a specific situation is an emergency. The response time to the job site for any emergency repairs shall not exceed one and one half (1½) hours from the time of notification. The response time for emergency repairs shall apply 24 hours a day including weekends and holidays.

Call Back times after a request for emergency service has been made shall be no longer than thirty (30) minutes.

6.5. Rates

Rates shall be the appropriate rates for regular, overtime and holiday hours.

6.6. Delivery Lead Times

The contractor shall furnish an estimated delivery lead-time for any materials or supplies provided in conjunction with this contract.

6.7. Licensing

Contractor and Sub-Contractors (if applicable) must be licensed by the State Of Texas, must hold a current registration with the City of San Angelo Inspection and Permits Department, and applicable insurance certificates on file, and approved by the City's Risk Department.

- **Copies of certificate and license number(s) for all Masters, Journeyman, and Apprentice employees must be submitted with the bid proposal. Failure to provide a copy of licenses and all other required information used to determine contractor's eligibility to perform this work will result in rejection of the bid.**

6.8. Code Compliance

All work, including installation of equipment shall be performed in accordance with all applicable federal, state, and local codes. Contractor shall install UL approved materials, devices, and equipment at all times. All installed materials, equipment, appliances, fixtures, ducting, etc. shall meet OSHA or City Code requirements. The City shall have the right to inspect all materials and equipment to be installed .

6.9. Background Investigations

Some work areas may be security sensitive. The City shall have the right to perform criminal background investigations on bidder and any employees of the bidder who may perform work in secure areas. Contractor, his employees and any subcontractors shall be responsible for the performance of all Work contemplated by this document. The failure of any one person or entity to acquire and maintain necessary clearance shall not excuse the performance of Work required by these specifications.

6.10. Permits and Inspections

Contractor will be responsible for obtaining all necessary permits, inspections, and payment of all fees.

6.11. Clean up

Contractor is responsible for securing work areas and cleaning up all trash and debris upon completions of work.

6.12. Profit and Overhead

Materials, supplies, and equipment purchases shall be invoiced at a cost plus percentage for profit and overhead. The percentage shall not be increased during the term of the contract except as provided the Terms and Conditions section.

6.13. Complex Services

The City reserves the right to solicit quotes/bids from all selected vendors as may be dictated by the scope and complexity of the required services.

When a quote is requested, the hourly rate shall remain the contracted rate. However, the material profit and overhead may be adjusted.

All quote submissions shall be itemized in writing describing the scope of work to be performed.

6.14. Response Time:

- A. A normal workweek shall be considered to be Monday through Friday, from 8:00 a.m. to 5:00 p.m.
 - Bidder shall respond and be onsite, within a minimum of three (3) hours from the time of first call, unless other arrangements are made at the time the service request is made.
 - Should the service request not be considered an **EMERGENCY**, and the Contractor is not able to respond within a reasonable period of time necessary for the service request time frame (as determined by the City representative placing the call), the City has the right to contact the next lowest bidder.
- B. Nights, weekends, and holidays:
 - Should an EMERGENCY request for service be placed with the Contractor or the Contractor's call service, the Contractor should return the call within a minimum of thirty (30) minutes.
 - **Emergency responses-** Contractor shall be on-site within one and one-half (1 ½) hours from the time of notification by an authorized representative of the City.
 - **Should the contractor not be able to be on-site within the above timeframe, the City reserves the right to contact next lowest bidder(s).**
 - **The Contractor shall list an afterhour contact number in the bid sheet.**

6.15. Labor Hourly Rates:

Labor price shall be based on a per hour rate to provide a journeyman, apprentice, helper/laborer and overtime rate, etc. Hourly labor rates cannot be less than the prevailing wage. This does not prevent the bidder from paying more than the prevailing wage.

The Labor/Hourly Rates will remain in effect throughout the term of the bid except as provided in the Terms and Conditions section.

6.16. Material Profit and Overhead

Materials, supplies, equipment, equipment rentals shall be invoiced at bidders cost plus mark-up, as designated on the bid sheet, for Material Profit and Overhead (MPO). Permit fees will be invoiced at cost. The percentage of

MPO cannot be increased, except as permitted in a Request for Quote or when negotiated during the option to extend the contract at the end of the original term.

6.17. Complex Project Quotes

The City shall have the right to solicit quotes from other vendors as may be dictated by the scope and complexity of services requested. This Request is for routine installation and maintenance service calls.

Where quotes are requested, the hourly rate shall remain consistent with the hourly rate quoted in this bid, adjusting only the percentage for material profit and overhead (MPO). Bidder shall submit itemized quotes in writing and describe the scope of work to be performed. The City will award to the bidder providing the best value to the City.

6.18. Purchase Orders

Work requests will be on an "As Needed Basis". Work requests placed by the City will be accompanied by a Purchase Order Number (PO). All invoices must reference the PO number, department name, job site, and the name of the City employee requesting the service. Failure to obtain a Purchase Order prior to the commencement of any work shall be at the risk of the provider.

6.19. Invoicing

Invoices submitted shall be itemized, include labor and material with the Purchase Order clearly stated. Invoices presented for payment that are not itemized will not be considered valid and will be rejected. Invoices shall list and include the total hours worked, materials used, unit costs and extended price. If requested, bidder shall provide a copy of paid invoices in order to verify the cost plus mark-up.



7. BID SUBMISSION FORMS

7.1. Forms

- A. Bid Sheet (Required)
- B. Addendum Acknowledgement (Required)
- C. Complete the Conflict of Interest form (Required)
- D. Complete the Local Preference Form (if applicable)
- E. Complete the Debarment and Suspension Form (Required)
- F. Complete References Worksheet (Required)
- G. Attach Qualification Statement (Required)
- H. Attach W-9 Form (Required)

7.2. Copies

- A. **Submit one (1) unbound original** (loose leaf binders, report covers or binder clips are acceptable),
- B. **two (2) bound** complete copies of all bid forms (staples are acceptable), and
- C. **one (1) CD or flash drive** containing digital copy of Bid Sheet and all bid forms, and any supplemental documentation in a PDF format. Digital copies may be scanned documents, electronically completed forms, or other acceptable methods of document retention.

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Bid Sheet

Company Name: _____

1. HVAC – Commercial Service Calls/Repair Service

- A. Masters Rate \$ _____ Per Hour
- B. Masters Overtime Rate..... \$ _____ Per Hour
- C. Master Holiday Rate \$ _____ Per Hour
- D. Journeyman Rate \$ _____ Per Hour
- E. Journeyman Overtime Rate \$ _____ Per Hour
- F. Journeyman Holiday Rate \$ _____ Per Hour
- G. Apprentice Rate \$ _____ Per Hour
- H. Apprentice Overtime Rate \$ _____ Per Hour
- I. Apprentice Rate \$ _____ Per Hour
- J. Apprentice Overtime Rate \$ _____ Per Hour
- K. Apprentice Holiday Rate \$ _____ Per Hour
- L. Laborer/Helper Rate \$ _____ Per Hour
- M. Laborer/Helper Overtime Rate \$ _____ Per Hour
- N. Laborer/Helper Holiday Rate \$ _____ Per Hour
- O. Time of Day Regular Hourly Rates Begins _____
- P. Time of Day Overtime Hourly Rates Begin _____

2. Materials, Profit And Overhead (MPO)

- A. Materials, supplies, equipment and equipment rentals shall be invoiced at bidders cost plus _____ percent (%).

3. After Hours Contact Number: _____

4. Contractor's City Registration Number: _____

Contractor's TDLR No. _____

Contractor's State of Texas License Number(s) [Attach copies of ALL licenses currently held]:

A. Masters License No. _____

B. Journeyman License(s) _____

C. Apprentice License(s) _____

5. ADDITIONAL INFORMATION

- Number of Journeymen employed _____
- Number of Apprentices employed _____
- Number of Labors/Helpers _____
- Attach a copy of your current Certificates of Insurance.
- Attach a description of your company's qualifications, including licensing.
- List three (3) references similar in scope and size on form provided.
- Contractor agrees to accept credit card payments. [] Yes [] No (check one)
- Contractor agrees to allow other government entities to piggy back off of this contract
..... [] Yes [] No (check one)

By execution and submission of this Bid, the Bidder represents and warrants to City as follows: The Bidder has read and understands the Bid Documents and this bid is made in accordance.

By submitting a Bid, each Bidder agrees to waive any claim it has or may have against the City, and their respective employees arising out of or in connection with the administration, evaluation, recommendation, of any Bid, or award of Contract.

I certify that prices in this bid have been arrived at independently, without consultation or agreement with any competitor for the purpose of restricting competition

I certify that if this offer is accepted within _____ days **(90 days unless otherwise stated)**, after date of opening, to fully comply in strict accordance with the bid invitation, specifications and provisions attached thereto for the amounts shown on this Bid Sheet (s)

[Signature page follows]

CONTACT INFORMATION AND SIGNATURE

Company Name: _____

Mailing Address: _____

City, State Zip Code: _____

Accts Receivable Address: _____

City, State Zip Code: _____

Tax ID No: _____

Attach IRS form W-9

Tele. No: _____

FAX: _____

Email: _____

Authorized Signature: _____

Title: _____

Print Name: _____

Date: _____

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



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

Addendum Acknowledgment

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:	_____

(Seal if Bidder is Corporation)

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

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

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 <http://www.window.state.tx.us/procurement/prog/hub/>

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

By Submitting a response to a City of San Angelo 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.

A handwritten signature in black ink, appearing to read "J. D. Baker".

Division Manager, Purchasing

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law, this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowing violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has 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 with the governmental entity

Date

THIS FORM MUST BE RETURNED WITH THE BID

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised 5/15/14)

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

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor
Councilmembers: 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 three (3%) to five (5%) percent of the lowest bid price (depending on the amount of the contract) 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 over \$100,000, Service contracts greater than \$500,000.00, and any Telecommunication and Information Technology 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.

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.

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Local Preference Consideration Application

Business Name: _____

Physical Address: _____

Mailing Address: _____

City: _____

Zip Code: _____

Business Type:

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

Basis For Preference (Check applicable box(s) if physical location of business is not within the City Limits of the 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).

Additional Economic Development Opportunities If awarded this contract:

- How many additional local jobs will this contract generate? _____
- How many local jobs will be saved? _____
- What amount of increased tax revenues to the City will this contract generate? _____

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.

Authorized Representative Signature: _____

Printed Name: _____

Title: _____ **Date:** _____

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Debarment and Suspension Certification

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

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

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

THIS FORM MUST BE RETURNED WITH THE BID

Instructions for Certification

1. By signing and submitting this bid 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 bid 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 bid 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 bid 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 Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



Vendor References

Please list five (5) government and/or businesses (**other than City of San Angelo**) and/or business similar in scope and size who can verify the quality of service your company provides. References should be of similar size and scope of this bid.

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: _____

THIS FORM MUST BE RETURNED WITH THE BID

REFERENCE FOUR

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE FIVE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE SIX

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

THIS FORM MUST BE RETURNED WITH THE BID

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