



**CITY OF SAN ANTONIO**  
**PURCHASING AND GENERAL SERVICES DEPARTMENT**

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")  
NO.: 6100007699

ANNUAL JOB ORDER CONTRACT FOR ON-CALL ELECTRICAL  
MAINTENANCE AND REPAIR SERVICES - CITYWIDE

Date Issued: JUNE 24, 2016

**BIDS MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM, CENTRAL TIME, JULY 27, 2016**

Proposals may be submitted by any of the following means:

- Electronic submission through the Portal
- Hard copy in person or by mail

Address for hard copy responses:

Physical Address:  
City Clerk's Office  
100 Military Plaza  
City Hall  
San Antonio, Texas 78205

Mailing Address:  
City Clerk's Office  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"ANNUAL JOB ORDER CONTRACT FOR ELECTRICAL MAINTENANCE AND REPAIR SERVICES  
- CITYWIDE"

Proposal Due Date: 2:00 p.m., Central Time, JULY 27, 2016

RFCSP No.: 6100007699

Respondent's Name and Address:

Proposal Bond: YES      Performance Bond: YES      Payment Bond: YES      Other: NO

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes      DBE / ACDBE Requirements: NO

See Instructions for Respondents and Attachments sections for more information on these requirements.

Pre-Submittal Conference: \* YES

\* If YES, the Pre-Submittal Conference will be held on June 30, 2016 at 10:30 A.M. C.T. at 111 SOLEDAD, 11<sup>TH</sup> FLOOR,  
HILL COUNTRY CONFERENCE ROOM

Staff Contact Person: Denise Flotte, Procurement Specialist III, P.O. Box 839966, San Antonio, TX 78283-3966 Email:  
denise.flotte@sanantonio.gov

SBEDA Contact Information: David Rodriguez, (210) 207-0071, David.Rodriguez3@sanantonio.gov

**This solicitation has been identified as High-Profile.**

**Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts.** Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10<sup>th</sup> business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded (“black out” period):

- 1 legal signatory of a high-profile contract;
- 2 any individual seeking a high-profile contract;
- 3 any owner or officer of an entity seeking a high-profile contract;
- 4 the spouse of any of these individuals;
- 5 any attorney, lobbyist or consultant retained to assist in seeking contract.

**A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the “black out” period.**

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## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

Submission of Hard Copy Proposals. Respondent shall submit one **COMPLETE** original signed in ink, 7 hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc (NO SBEDA, LPP, VOSB AND/OR PRICING TO BE INCLUDED in the copies)** and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, **"ANNUAL JOB ORDER CONTRACT FOR ELECTRICAL MAINTENANCE AND REPAIR SERVICES - CITYWIDE" RFCSP No.: 6100007699** on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than 2:00 p.m., Central Time, on JULY 27, 2016 at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk

Attn: "ANNUAL JOB ORDER CONTRACT FOR ELECTRICAL MAINTENANCE AND REPAIR SERVICES - CITYWIDE" Proposal Due Date: 2:00 p.m., Central Time, JULY 27, 2016 RFCSP No.: 6100007699

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100 Military Plaza

City Hall San Antonio, Texas 78205

Submission of Electronic Proposals. Submit one **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed one-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. **ORIGINAL and/or ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP Section 003, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk in Section 003, Proposal Requirements MUST** be divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals, and submitted in the same manner as original proposals. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the original proposal is being withdrawn. City shall not be responsible for lost or misdirected proposals or modifications.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form. Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short hand names will be accepted in place of the full, true and correct legal name of the entity.

Correct Legal Name. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A, Part One.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of the Finance Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Alternate Proposals. Alternate proposals may be allowed at the sole discretion of City.

Hard Copy Alternate Proposals. Alternate proposals must be submitted in separate sealed envelopes in the same manner as submission of other proposals. Alternate proposals must be marked consecutively on the envelope as Alternate Proposal No. 1, 2, etc. Failure to submit alternate proposals in separate envelopes may result in rejection of a proposal.

Electronic Alternate Proposals. All alternate proposals submitted electronically are recorded with original proposals when submitted electronically.

Catalog Pricing. (This section applies to proposals using catalog pricing.)

The proposal will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Respondents shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for proposals submitted on paper, or PDF file for proposals submitted electronically.

Respondents may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City's Purchasing & General Services Department.

Specified items identified herein, if any, are for overall proposal evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend

to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

Exceptions to the restrictions on communication with City employees include:

Respondents may ask verbal questions concerning this RFCSP at the Pre-Submittal Conference.

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before July 13, 2016. Questions received after the stated deadline will not be answered. Questions submitted and City’s responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Respondents may provide responses to questions asked of them by the Staff Contact Person after proposals are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent’s response. The information provided is not intended to change the proposal response in any fashion. Such additional information must be provided within two business days from City’s request. Respondents may also respond to requests by the Staff Contact Person for best and final offers, which do allow respondents to change their proposals. Requests for best and final offers will be clearly designated as such. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Exceptions to the Restrictions on Communication with City employees include:

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is David Rodriguez. Mr. Rodriguez may be reached by telephone at (210) 207-0071 or by e-mail at [David.Rodriguez3@sanantonio.gov](mailto:David.Rodriguez3@sanantonio.gov). This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the City Department’s DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Mr. David Rodriguez, who may be reached via telephone at (210) 207-0071 or through e-mail at [David.Rodriguez3@sanantonio.gov](mailto:David.Rodriguez3@sanantonio.gov). Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

#### Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Respondents are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City’s responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Site Tours, if any, will begin at the conclusion of the conference.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City.

Changes to RFCSP.

Changes to this RFCSP made prior to the due date for proposals shall be made directly to the original RFCSP. Changes are captured by creating a replacement version each time the RFCSP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFCSP as it exists on the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFCSP.

Preparation of Proposals.

All information required by the RFCSP must be furnished or the proposal may be deemed non-responsive and rejected. Any ambiguity in the proposal as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Submission of Hard Copy Proposals. Respondent shall submit one **COMPLETE** original signed in ink, **seven (7)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, LPP, VOSB AND/OR PRICING TO BE INCLUDED in the copies)** and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, **"ANNUAL JOB ORDER CONTRACT FOR ELECTRICAL MAINTENANCE AND REPAIR SERVICES - CITYWIDE" RFCSP No.: 6100007699** on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

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Correct Legal Name. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFCSP as Attachment A, Part One.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of the Finance Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Line Item Proposals. Any proposal that is considered for award by each unit or line item must include a price for each unit or line item for which Respondent wishes to be considered. All proposals are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" proposal in the Supplemental Terms & Conditions.

All or None Bid. Any proposal that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall result in the proposal being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one respondent only.

Delivery Dates. Proposed delivery dates must be shown in the proposal where required and shall include weekends and holidays, unless specified otherwise in this RFCSP. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the proposal. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.



Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Respondents must not include such taxes in proposal prices. An exemption certificate will be signed by City where applicable upon request by Respondent after contract award.

Description of Supplies.

Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Proposals submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with proposal response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item's suitability and compliance with proposal specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Respondent shall provide product samples, demonstrations, and/or testing of items proposed to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of a proposal. All samples (including return thereof), demonstrations, and/or testing shall be at Respondent's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Respondents shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Respondents shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFCSP. No plea of ignorance by Respondent will be accepted as a basis for varying the requirements of City or the compensation to Respondent.

Confidential or Proprietary Information. All proposals become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this RFCSP. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this RFCSP. Such acquisition(s) shall be at the prices stated in the proposal, and shall be subject to Respondent's acceptance. Entities desiring to acquire items listed in this RFCSP shall be listed on a rider attached hereto, if known at the time of issuance of the RFCSP. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this proposal.

Respondent must sign and submit the rider, if attached to this RFCSP, with its proposal, indicating whether Respondent wishes to allow other Entities to use its proposal. Respondent shall sign and return any subsequently issued riders within ten calendar days of receipt. Respondent's decision on whether to allow other Entities to use the proposal shall not be a factor in awarding this RFCSP.

Costs of Proposing. Respondent shall bear any and all costs that are associated with the preparation of the Proposal, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Proposals.

City may reject any and all proposals, in whole or in part, cancel the RFCSP and reissue the solicitation. City may reject a proposal if:

Respondent misstates or conceals any material fact in the proposal; or

The proposal does not strictly conform to law or the requirements of the solicitation;

The proposal is conditional; or

Any other reason that would lead City to believe that the proposal is non-responsive or Respondent is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any proposal, such as failure to submit sufficient proposal copies, failure to submit literature or similar attachments, or business affiliation information.

Variances and Exceptions to Proposal Terms. In order to comply with State law, respondents must submit proposals on the same material terms and conditions. Proposals that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Proposal Form. Proposals must be submitted on the forms furnished, where forms are provided. Proposals that change the format or content of City's RFCSP will be rejected.

Withdrawal of Proposals. Proposals may be withdrawn prior to the due date for submission. Written notice of withdrawal shall be provided to the City Clerk for proposals submitted in hard copy. Proposals submitted electronically may be withdrawn electronically.

Proposal Opening. Proposals will be opened publicly and the names of the respondents read aloud at 2:30 P.M. on the day the proposals are due. Proposal openings are held at Purchasing & General Services, Riverview Tower, 11<sup>th</sup> floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205. However, in accordance with state law, the contents will not be revealed until after the contract is awarded.

Evaluation and Award of Contract.

Per Section §2267.406 of the Texas Government Code, the City may award job order contracts to one or more job order contractors.

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" proposal in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. Vendor must have the Purchase Order before making any delivery.

City reserves the right to utilize historical usage data as a basis for evaluation of proposals when future usages are unable to be determined.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment.

Depending on the nature of the RFCSP, Respondent's facilities and equipment may be a determining factor in making the proposal award. All respondents may be subject to inspection of their facilities and equipment.

Prospective respondents must prove beyond any doubt to the City Purchasing Administrator that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount.

Provided Respondent meets the requirements stated herein, City shall take Respondent's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the proposal price, either per line item or total proposal amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in proposal evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the proposal price during proposal evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest.

The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under 176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 1st floor, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

## PART B

### SUBMISSION REQUIREMENTS

Submission of Hard Copy Proposals. Respondent shall submit one **COMPLETE** original signed in ink, **seven (7)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, LPP, VOSB AND/OR PRICING TO BE INCLUDED in the copies)** and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**ANNUAL JOB ORDER CONTRACT FOR ELECTRICAL MAINTENANCE AND REPAIR SERVICES - CITYWIDE**" RFCSP No.: **6100007699**" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

If submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

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GENERAL INFORMATION FORM. Use the Form found in this RFCSP as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFCSP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFCSP as Attachment A, Part Three.

\*PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFCSP as Attachment B.

CONTRACTS DISCLOSURE FORM. Use the Form in RFCSP Attachment C which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

\*SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit the SBEDA form, found in this RFCSP as Attachment F.

\*VETERAN-OWNED SMALL BUSINESS (VOSB) PROGRAM TRACKING FORM. Complete, sign and submit the VOSB form, found in this RFCSP as Attachment H.

PROPOSAL BOND. Submit proposal bond in the amount of \$1,500.00. For electronic submissions, Respondent must provide the original proposal bond to the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFCSP if awarded a contract in response to this RFCSP. Respondent shall also submit a copy of their current insurance certificate.

FINANCIAL INFORMATION. Submit a recent copy of a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subtenants, if any.

#### CERTIFICATE OF INTERESTED PARTIES

Respondent shall review information regarding Certificate of Interested Parties Form (Form 1295) provided in **RFCSP** Attachment J and submit Form 1295 as directed.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

SIGNATURE PAGE. If submitting a hard copy proposal, Respondent must complete, sign and submit the Signature Page found in this RFCSP Section 007. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

CJIS SECURITY ADDENDUM – Complete and submit the CJIS Security addendum found in this RFCSP as attachment K

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFCSP as Attachment L.

ADDENDA. Sign and submit addenda, if any.

Respondent is expected to examine this RFCSP carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

## **EVALUATION CRITERIA**

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. In accordance with §252.042, Texas Local Government Code, the selection committee may select all, some or none of the respondents who are judged to be reasonably qualified for award of the contract for interviews. Should the City elect to conduct interviews, selection for interviews will be based on initial scoring, prior to interviewing. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation Criteria:

Experience, Background, Qualifications (35 points)

Proposed Plan (35 points)

Price (15 points)

### **SBE Prime Contract Program – 15 pts.**

Certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive fifteen (15) evaluation criteria percentage points.

No evaluation criteria percentage Points will be awarded to non-SBE Prime Contractors through subcontracting to certified SBE firms.

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.1. BACKGROUND

- 4.1.1. The City of San Antonio Building and Equipment Services Department ("BESD") is requesting proposals from qualified licensed contractors interested in providing electrical maintenance and repair services on an as needed basis in various City facilities through an on call contracting services (OCCS) contract, also referred to as job order contract (JOC). The City may require the services of a Master Electrician, Journeyman Electrician or an apprentice on an as needed basis. Trade services within new building construction, and remodeling or alterations of an existing building will not be included.
- 4.1.2. The term "on call contracting services" or "job order contract" includes contracts where the work is of a recurring nature, but the delivery times and quantities are indefinite and orders are awarded substantially on the basis of pre-described and pre-priced tasks. Using the most current RS Means Cost Data Price Book, the contracted price, Contractor's Coefficient, will be applied to all labor and material line items necessary for each job.
- 4.1.3. The City's objective is to (1) obtain a cost effective delivery of high quality projects in a rapid and reliable manner; (2) build long-term relationships; and (3) have dedicated individuals/crews assigned to the contract. For the vendor, the objectives of an OCCS are to maintain a long term business relationship with the City. As a facility need is identified, either by work required or caused by breakdowns, the City will assign said project to an OCCS contractor, who will in turn investigate, plan, provide an estimate, obtain the necessary permit, and schedule the work to be accomplished once authorization has been granted to proceed. Any contract resulting from this solicitation shall be non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from other sources. Any contract(s) awarded under this RFCSP are in addition to and will not replace trade related contracts already in place. The City shall retain the right to determine which contracts are in their best interests.
- 4.1.4. This contract will not include professional services required by a licensed architect or engineer, as contemplated by Chapters 1051 and 1001 of the Texas Occupations Code. Contractor will not be guaranteed a minimum or maximum amount of work.
- 4.1.5. The City's budget for these services is \$2.4 million over the life of the contract, including all possible renewals. Therefore, pursuant to the requirements of Chapter 2269, Texas Government Code, the City hereby establishes a maximum aggregate contract price of \$2.4 million. Respondents are not guaranteed any particular portion of the maximum aggregate contract price. The intent of the City is to award contract(s) to firms that are able to deploy a workforce around-the-clock for long-term solutions to complex problems requiring hours, days, weeks and sometimes months of intense work.
- 4.1.6. The City does not anticipate any one OCCS project to be valued over \$100,000.00; however, any individual purchase order valued over \$100,000.00 will require approval by the San Antonio City Council by passage of an ordinance.

### 4.2. RESPONDENT QUALIFICATIONS: The City has established the following Minimum Qualifications for the OCCS "on-call" electrical maintenance and repair services vendor list. Contractor shall meet all of the Minimum Qualifications defined in this section at all times.

- 4.2.1. Respondent shall be a company engaged in the business of providing commercial electrical maintenance and repair services for a minimum of five years within the last seven years of facilities, comparable in size, type, scope, and complexity to the City's OCCS Program as defined herein. A recent start-up business does not meet the requirements of this solicitation.

NOTE: A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise.

- 4.2.2.** Respondent must operate the business as an Electrical Contractor with a current and valid Texas Electrical Contractor License and a Master Electrician license issued under the Texas Department of Licensing and Regulation (TDLR). If the Electrical Contractor is not licensed as a Master Electrician, the Electrical Contractor may employ an individual who has a valid and current Master Electrician license assigned to the company, throughout the term of the contract. Copies of licenses must be provided in vendor's response.

The Contractor shall hold all proper and current licenses. The forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation of this contract.

- 4.2.3.** Contractor shall have a minimum of the following staff members:

**4.2.3.1. MASTER ELECTRICIAN:** A Master Electrician licensed by TDLR with a minimum of three years of commercial electrical experience within the last five years.

**4.2.3.2. JOURNEYMAN ELECTRICIAN:** 4 Journeyman Electricians licensed by TDLR with a minimum of two years of commercial electrical experience within the last three years.

**4.2.3.3. APPRENTICE ELECTRICIAN:** 4 Apprentices licensed by TDLR with a minimum of one year of commercial electrical experience.

- 4.2.4.** If during the performance of this contract, the Designated Department Representative determines that in the interest of the City of San Antonio, he/she may request the contractor to remove any/all of their personnel from further performance under this contract for reasons of their moral character, unethical conduct, security breach, or violation of installation regulations. In the event it becomes necessary to replace any contractor personnel for any of the above reasons, the contractor shall bear all costs associated with such removal and replacement.

- 4.2.5.** Contractor shall be knowledgeable in awarded trade discipline and have general knowledge of general repairs and maintenance of electrical equipment and components as it relates to the facility structure including, but not limited to light poles.

- 4.2.6.** Contractor's shall have the following minimum capabilities:

**4.2.6.1.** Electricians shall have safety training to include, but are not limited to: basic rules and procedures of first aid and cardiovascular pulmonary resuscitation; know fire extinguishers, classifications, and use; understand electrical hazards, shock, arc-flash, and arc-blast; use safety equipment such as eye protection, gloves, hard hats, hearing protection, and safety shoes; understand lockout/tagout procedures; understand and be capable of recognizing when/where an electrical safe work condition has been established; understand material safety data sheets; recognize potential source of ignition; follow OSHA guidelines for scaffolds, ladders and lifts; recognize confined space and its hazards, and identify safe and unsafe working conditions.

**4.2.6.2.** Electricians shall have knowledge of electrical tools and equipment to including, but not limited to: use of personal grounds and safety equipment such as sleeves, rubber gloves, flash suits, blankets, insulated tools, and sticks and testing of the equipment; recognize and name electrical equipment and how to use tools and equipment; obtain information in manufactures' published data; understand the operation, application, and care of tools and testing equipment; select correct multimeter scales and ranges; recognize the limitation of ohm, voltage, and current equipment and scales; recognize problems such as weak batteries or defective leads



- 4.2.6.3.** Electricians shall have knowledge of electrical codes, regulations, and standards including, but not limited to: have basic knowledge of Occupational Safety and Health Administration (OSHA), American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), Institute of Electrical and Electronics Engineers (IEEE), National Electrical Testing Association (NETA), National Fire Protection Association (NFPA), United States Environmental Protection Agency (USEPA), the State of Texas and City of San Antonio codes, regulations and ordinances; have basic knowledge of NFPA 70B, *Electrical Equipment Maintenance*, NFPA 70, *National Electrical Code*, NFPA 70 E, *Standard for Electrical Safety in the Work Place*; and National Electrical Testing Association (NETA) standards.
- 4.2.6.4.** Electricians shall have knowledge and understanding of electrical documentation to including, but not limited to: Read and interpret electrical drawings and one-line diagrams; understand commercial and industrial drawings and manufactures' published data; Read and interpret ac and dc schematic diagrams, ac three-line diagrams, connection and interconnection drawings, electrical symbols, and ANSI device numbers; select and apply the data found in manufacturers' published data for testing, troubleshooting, maintenance, and/or repairs; interpret time-current curves and other electrical documentation and reports.
- 4.2.6.5.** Electricians shall have knowledge and understanding of electrical concepts including, but not limited to: understand the concepts of voltage, current, and impedance; perform calculations and use formulas to determine conductor ampacity, adjustment, correction factors, box and conduit fill, overcurrent and overload protection sizes; apply terms, definitions, and concepts from mechanics, electricity, heat, and chemistry; recognize and define the standards unites used to describe electrical circuits, energy, and power; and apply Ohm's law.
- 4.2.6.6.** Electricians shall have knowledge and understanding to complete work on electrical equipment including, but not limited to: switchgear, switchboards, motor control centers, transformers, wires, cable, buses, circuit breakers, circuit switchers, electrical protecting devices, meters, groundings systems, direct current systems, ac systems, light poles, light fixtures, etc.

**4.3 DEFINITIONS.** For the purpose of the RFCSP the following definitions will apply:

- 4.3.1 BESD:** Building and Equipment Services Department.
- 4.3.2 City Cost Index (CCI):** An RS Means driven ratio between the US average for each trade and the union local for that particular city (City of San Antonio, Texas for purposes of this contract). This average is weighted by giving more value to the more expensive components of construction and less influence to those items that are usually the least expensive.
- 4.3.3 City Representative:** The facilities maintenance manager or coordinator for each Department.
- 4.3.4 Contractor:** Defined in Section 8 as the entity providing goods or services to the City including its successors and subcontractors.
- 4.3.5 Contractor's Coefficient:** The multiplier or coefficient offered by the Contractor that shall be applied to all Unit Price Book (UPB) material lines necessary to complete a project. Contractor's Coefficient will be applied after the CCI has been applied to lines.

- 4.3.6 Emergency:** By City's consideration any conditions that can potentially impact the health, safety and welfare to the City employees and the public or any incident that would impact the continuous operations of the City.
- 4.3.7 Emergency Service Response:** The response time required for any failure considered by City to be a matter of public or personal safety.
- 4.3.8 Facility:** Buildings, the design and construction of which are governed by accepted building codes. The term does not include:
- highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, wharves, docks, airport runways and taxiways, drainage projects, or related types of projects associated with civil engineering construction; or buildings or structures that are incidental to projects that are primarily civil engineering construction projects.
- 4.3.9 Holidays:** Holidays are defined as City recognized holidays as published on the City's web site at [www.sanantonio.gov](http://www.sanantonio.gov).
- 4.3.10 ID Badges:** Identification badges.
- 4.3.11 Job Order Contracting (JOC):** "job order contracting" or "job order contract" is a way to accomplish numerous, commonly encountered trade projects quickly and easily through multi-year contracts. JOC reduces procurement costs by awarding long-term contracts for a wide variety of trade projects. JOC provides the methodology to execute a wide variety of indefinite delivery, indefinite quantity, fixed price, multiple trade contracts.
- 4.3.12 On Call contracting Services (OCCS):** See JOC above.
- 4.3.13 On Call Proposal (OCP):** Contractor's written job proposal for a particular project.
- 4.3.14 Purchase Order (PO):** City's notice to proceed, indicating acceptance of an OCP.
- 4.3.15 Request for On Call Proposal (RFOCP):** City's brief description of job to be proposed on. RFOCPs expected to cost \$3,000 or more must be in writing. RFOCPs expected to cost less than \$3,000 may be verbal.
- 4.3.16 RS Means Cost Data:** (also referred to as "Unit Price Book" or "UPB"). RS Means provides cost information to the construction and trades industry so contractors can provide accurate and fair estimates and projections for their project costs. It has become a data standard for government work in terms of pricing, and is widely used by the industry as a whole. RS Means is accessible online for a fee and it is also integrated in a variety of cost estimating software packages to allow for fast and reliable estimating. Cost information is updated annually and is available for purchase online, via CD-Rom, or in book form.
- 4.3.17 Running days** (or "Consecutive Days"): Shall mean days which follow one immediately after the other.
- 4.3.18 Unit Price Book (UPB):** Please see RS Means Cost Data for definition.
- 4.3.19 Weather Working Day** (or "Weather Working Day of 24 consecutive hours"): A working day of 24 consecutive hours except for any time when weather prevents the completion of the work or would have prevented it, had work been in progress.

**4.3.20 Work Order Number:** A number created in City's SAP software system used to identify a particular RFOCP.

#### **4.4 CONTRACTOR REQUIREMENTS**

**4.4.1** Contractor shall be responsible for complying with all Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this RFCSP. Contractor is also required to adhere to all applicable local environmental ordinances. Ignorance on the part of the Contractor will in no way relieve the Contractor from responsibility.

**4.4.2** The Contractor shall perform all work safely and follow required safety standards to include but not be limited to OSHA and Federal, State, and City codes and regulations. Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants of potential hazards. Ensure all equipment and tools are well maintained, calibrated and in proper working order before use in the performance of this service. All equipment shall meet OSHA and other safety standards for example Underwriter Laboratories (UL) standards.

**4.4.3** Adhere to this RFCSP Terms and Conditions identified on the solicitation.

**4.4.4** Provide a primary point-of-contact. Contractor shall provide a point-of-contact and phone number for all inquiries from the City if awarded this contract.

**4.4.5** Provide all labor, materials, miscellaneous parts, equipment, tools, transportation and methods of communication, and if required, additional miscellaneous services necessary to meet requirements of the specified services throughout the term of the contract.

**4.4.6** Only licensed master electricians, licensed journeymen and electrical apprentices, under the direct supervisions of master or journeymen licensed electricians shall be allowed to perform services for the City.

**4.4.7** Contractors are to give "priority" to all City trade service requests.

**4.4.8** Contractor(s) must be available to provide service 24 hours a day, 7 days a week, 365-days a year, including holidays throughout the duration of the contract.

**4.4.9** Contractor must have additional licensed electricians or City approved subcontractors with licensed electrical personnel to respond to multiple requests for services at the same time, as requested by the designated City representative on an as needed basis.

**4.4.10** Ensure contractor's personnel are in compliance with the service requirements of this contract. Failure to comply with City service requirements may result in the cancellation of the contract.

**4.4.11** RESPONDENT PERSONNEL REQUIREMENTS. All personnel shall:

**4.4.11.1** Have the knowledge to develop and implement the service requirements in this solicitation

**4.4.11.2** Be fluent in English with the ability to receive, give and understand written and oral instructions.

- 4.4.11.3** Not be excessively loud or use personal multi-media devices while performing services for City unless furnished by the Contractor to facilitate communication with City or the contractor.

**4.5 SERVICE REQUIREMENTS:** The contractor shall:

- 4.5.1** Provide licensed electricians (master or journeyman electricians) to perform various duties as directed by the designated City representative.
- 4.5.2** Be responsible for obtaining all required permits and/or inspections applicable to performance under any single order placed against this solicitation. City shall be responsible for the cost of any project required City permits. Contractor shall include all such costs within its OCP. Contractor is also to ensure any work requiring a separate license is performed under the applicable license as required under local or state law.
  - 4.5.2.1** Contractor shall post the permits inside the location and provide a copy to the City Representative.
  - 4.5.2.2** For exterior work, contractor shall have the permits immediately available upon request and provide a copy to the City Representative.
- 4.5.3** Contractor shall have all work diagnosed by the electrician (Master or Journeyman) and obtain approval by the designated City representative prior to work being performed by submitting an inspection report or OCP as defined at para. 4.3.13.
- 4.5.4** Thoroughly examine and become familiar with the City facility where services are to be performed, prior to commencing work, to ensure the service can be completed in an orderly and safe manner.
- 4.5.5** Obtain approval from the designated City representative for service requiring more than one licensed electrician and/or apprentice. The City will not pay for additional electricians without written approval by the designated City representative.
- 4.5.6** Ensure the licensed electrician contact the designated City representative upon arrival at service location. The electrician shall have the designated City representative log the start and completion times for the electrical service performed on the contractor's service ticket.
- 4.5.7** Provide the following information on the service ticket:
  - 4.5.7.1** Building location.
  - 4.5.7.2** Floor number and location.
  - 4.5.7.3** Name of electrician(s) performing the work.
  - 4.5.7.4** Number of hours worked.
  - 4.5.7.5** City work order number issued for that job, if applicable.
  - 4.5.7.6** Inspection results/ Description of the work.
  - 4.5.7.7** Parts and materials used for the job.

- 4.5.8** Ensure all equipment and tools are well maintained, calibrated and in proper working order before use in the performance of this service.
- 4.5.9** Contractor will be required to maintain a stock level of parts which, within the industry, are considered to be fast moving, normal wear items for which the demand has occurred within the most recent 180-day period. All parts or material used shall be OEM or as recommended by the manufacturer and grades specified by the City.
- 4.5.10** Cover the furnishings and floor areas located below the equipment to be serviced with tarps or plastic sheeting prior to commencing work.
- 4.5.11** Perform and complete all work required. In the event the work is not completed by the electrician by the end of the business day, the electrician shall provide the designated City representative in writing, the status of the work, reason for delay and the estimated completion date.
- 4.5.12** Leave the work area clean and free of materials and debris to the satisfaction of the designated City representative.
- 4.5.13** Contractor shall:
  - 4.5.13.1** Obtain approval from the designated City representative to remove defective mechanical and electrical parts.
  - 4.5.13.2** Remove and dispose of all defective materials removed from the building in strict accordance with all applicable rules, regulations, codes, laws, ordinances and statutes.
  - 4.5.13.3** Clean and dispose of scrap materials, dirt, dust, and debris from all areas.
  - 4.5.13.4** Clean, repair or replace any item damaged by the Contractor during the performance of the service to the satisfaction of City at no additional cost.
- 4.5.14** With the exception of emergencies (ref. Para. 4.3.6), any trade related work required by the City shall be ordered through the issuance of a formal Purchase Order. Services begin after issuance of the PO. Any preliminary work started, materials ordered or purchased prior to receipt of the City's PO shall be at the Contractor's risk and expense.
- 4.5.15** Contractor shall provide the City Representative or designee a schedule indicating the date and time personnel will be at a particular facility to perform work. This schedule shall be provided PRIOR to arrival at any facility. Each project shall be handled with a sense of urgency. Contractor shall provide a work schedule for a task that requires more than 2 working days to complete. For all tasks, the contractor shall provide a start date and a completion date.
- 4.5.16** Contractor shall diligently perform the work to completion within the time set forth in the approved OCP. The period of performance shall include allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup; therefore, claims for delay based upon said elements shall not be allowed.
- 4.5.17** Contractor shall notify the City representative once the work is complete and ready for its intended use.

- 4.5.18** Extensions of time to complete work shall be approved in writing in advance by the City representative, or designee. City may terminate the PO with contractor and solicit outside quotes if the required time frame cannot be met by the contractor.
- 4.5.19** Contractor must ensure that the purchase, delivery and storage of materials and equipment are made without interference with the City operations and personnel.
- 4.5.20** Storage of materials at City Facilities is not permitted unless written approval by the City representative is received by the Contractor. If storage of material is approved, Contractor shall confine its operations (including storage of materials) to areas authorized or approved by the City. The Contractor shall deliver, store, and handle all materials in a manner that will prevent damage. It shall be the Contractor's responsibility for storage of any materials and the City will not be responsible for loss or damage to materials, tools, equipment, or work arising from acts of theft, vandalism, malicious mischief or other causes.
- 4.5.21** Contractor shall be responsible for removing furniture and/or portable office equipment (except for computers) from the immediate work area and ensuring it is replaced to its original location upon work completion, if such is required by the nature of the work. In the event that said items cannot be replaced to the original location, the City shall designate alternate location(s) for placement.
- 4.5.22** Contractor shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages must be reported, repaired or replaced by Contractor at no cost to City. Contractor shall also be responsible for providing all necessary traffic control, such as street blockages, traffic cones, and flagmen, as required for each job. Proposed traffic control methods shall be submitted to the City for approval prior to the commencement of work.
- 4.5.23** Contractor shall strictly follow all unique requirements and/or regulations for each location. PRIOR to performing any work, Contractor's personnel shall contact the City Representative or designee informing of their presence and purpose of visit as stated in the PO.
- 4.5.24** Contractor shall keep the work site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor must remove from the premises all rubbish, tools, scaffolding, equipment, and materials not the property of City. Upon completing the Work, Contractor must leave the site in a clean and orderly condition satisfactory to City. Final cleanup is part of the Work, and Contractor is responsible for all construction refuse disposal containers and their removal from the site. Contractor shall furnish and pay for all means of removing all trash and debris generated by the work.
- 4.5.25** Contractor shall properly dispose of all debris, old materials, and trash resulting from the specified work in an approved landfill. Contractor shall be responsible for the disposal of all waste or hazardous materials resulting from the work. Handling and transporting of waste or hazardous materials shall be performed in accordance with safety and environmental regulations. Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.
- 4.5.26** Contractor will be required to complete non-emergency work during normal work hours, unless prior written authorization has been obtained from the City Representative. City may require Contractor to perform non-emergency work that could have a negative effect on building occupants or tenants between midnight and 5:00 a.m.
- 4.5.27** Emergency Repairs: Contractor shall begin work on the repairs within the time frame indicated on PARA. 4.7 After notification by the designated City representative. The response time shall be measured from the time

of the initial notification from the City to the Contractor to the time the technician(s) arrive on the job site and begin troubleshooting or repairs or both. Technicians shall handle repairs in the following manner:

- 4.5.27.1 Inspect and troubleshoot the damaged equipment.
- 4.5.27.2 Make a list of parts and materials needed.
- 4.5.27.3 Obtain the designated City's Representative written approval for all materials and proposed labor required prior to performing the repair.
- 4.5.27.4 Install or repair the damaged equipment to bring the system back in operation.
- 4.5.27.5 Work hours agreed between City and Contractor.

**4.5.28 Specific Electrical Maintenance Requirements.** For the purpose of this proposal, maintenance and repair is defined as work that involves the mending of a non-functioning system, components, or sub-components of a building or structure such as electrical outlets, switches, devices, light fixtures, load centers, panel boards, motor control centers, exterior lighting, motors, pump controllers, etc. Other examples shall include, but not be limited to the following examples:

- 4.5.28.1 Complete commercial electrical equipment and system repairs, including accessing confined space areas.
- 4.5.28.2 Repair and/or replace all types and sizes of conduit utilized for energized conductors.
- 4.5.28.3 Repair and/or replace all types and sizes of conductors used for power distribution.
- 4.5.28.4 Replace all types and sizes of ballasts and/ or drivers used for lighting purposes.
- 4.5.28.5 Repair and/or replace motor controls and associated devices within a Motor Control Center.
- 4.5.28.6 Repair and /or replace all types and sizes of switch gear.
- 4.5.28.7 Repair and/or replace light switches, duplex receptacles, GFCI receptacles, etc.
- 4.5.28.8 Repair and/or replace power cords, heavy duty connectors (male/female), and cord reels.
- 4.5.28.9 Repair and/or replace all types and sizes of indoor/outdoor lighting fixtures, lamps, and associated components.
- 4.5.28.10 Work with various voltages ranging from 12V to 480V.
- 4.5.28.11 Perform troubleshooting techniques and determine adequate solutions to restore the equipment, or system to optimum functionality in a timely manner.
- 4.5.28.12 Perform testing and measuring of systems to ensure they are performing according to design standards.
- 4.5.28.13 Perform electrical work required for the repairs and maintenance of exterior public lighting excluding traffic signal lights and supporting equipment.

#### 4.6 ON CALL CONTRACTING SERVICE (OCCS) REQUIREMENTS

**4.6.1 On Call Contracting Services (OCCS) Process:** With the exception of emergencies, any trade related work required by the City shall be ordered through the issuance of a formal Purchase Order, which will include a description of work to be performed. **POs valued over \$100,000.00 will require approval by the San Antonio City Council by passage of an ordinance. Contractor may be subject to payment bond requirements for purchase orders in excess of \$50,000 and performance bond requirements for purchase orders in excess of \$100,000.**

**4.6.2 Request for Service:** As a need for services is identified, a designated City Representative will notify one or more Contractors to request an OCP. Notification may be provided by phone, email or fax for projects not expected to exceed \$3,000.00. OCP requested by phone, email or fax shall be submitted by Contractor within 48 hours of request unless otherwise stated in request. Projects expected to cost \$3,000 or more will be solicited through a written Request for On Call Proposal (RFOCP). All requests will include City's Work

Order Number and a deadline for submission of the OCP. Note: Determination to solicit multiple OCPs or only one shall be on a case by case basis, as deemed in the best interest of the City. Contractor shall provide a response by contacting the City Representative or designee to further define the work requirement or coordinate a job site visit.

**4.6.3 On Call Proposal (OCP):** After defining the project's scope of work, Contractor shall begin preparing an On Call Proposal (OCP) for review and approval by the City Representative or designee. Failure to provide an OCP after a Request for Service shall be a material breach of this contract.

**4.6.3.1** OCPs are to include, at a minimum, the following information:

- 4.6.3.1.1** City's Work Order Number
- 4.6.3.1.2** Contract Number
- 4.6.3.1.3** Vendor Number
- 4.6.3.1.4** Name and location of building or site;
- 4.6.3.1.5** Description of proposed services;
- 4.6.3.1.6** Estimated duration of project
- 4.6.3.1.7** Proposal cost by line item;
- 4.6.3.1.8** Itemized list of parts/materials;
- 4.6.3.1.9** Bare cost of material (without Overhead or Profit) with delivery to job site;
- 4.6.3.1.10** Estimated labor hours, including Normal Working Hours and Overtime Working Hours, if authorized;
- 4.6.3.1.11** Unit Price Book's Construction Specification Institute (CSI) Master Format Classification Number per line item;
- 4.6.3.1.12** **Total including Overhead and Profit** (this figure is the sum of the bare material cost plus profit; the bare labor cost plus total overhead and profit; and the bare equipment cost plus profit);
- 4.6.3.1.13** Permit requirements and fees (if applicable);
- 4.6.3.1.14** Proposed traffic control method required (if applicable); and
- 4.6.3.1.15** Property damage required to complete work (i.e. - wall cutouts, carpet removal, asphalt or concrete removal, etc.) and proposed repair methods (if applicable).
- 4.6.3.1.16** Work Schedule.

**4.6.3.2** The UPB shall serve as the basis for establishing the value of the work to be performed. After summarizing project pricing, the Contractor shall apply the R.S Mean CCI Coefficient for San Antonio, Texas and approved contract coefficient (from Price Schedule of this RFCSP) to reach final pricing. For those job items not listed in the specified R.S. Means Cost Data Book, pricing shall be determined by applying the same coefficient to other applicable current R.S. Means publications however, the OCP must clearly identify the publication utilized. If the specific job item is not listed in any R.S. Means publications, then the price will be determined through selected Respondent's discount off of suggested retail price. OCPs are to be submitted to the City at no cost. Note: Time shall be based on actual time spent on the job site(s). Travel charges to and from the job site will NOT be approved. **Line(s) items for administrative/management fees will not be accepted by the City.**

**4.6.3.3** Contractor shall submit the completed OCP to the City Representative or designee for review and approval consideration by the deadline stated in the RFOCP or in the phone, email, or fax request.



**4.6.3.4** Upon review of the OCP(s), City shall have the right to reject one or all proposals, cancel the proposed project, rebid the work under any permissible procedure, or perform all or portion of the work utilizing City personnel. City shall not be responsible for payment of costs incurred by the Contractor for the preparation and submission of an OCP regardless of project outcome.

**4.6.4 Purchase Order (PO).** Upon receipt of the OCP, the City Representative or designee shall review the OCP for completeness and ensure agreement of pricing, schedule, and all other terms, (including obtaining City Council approval by passage of an ordinance for POs over \$100,000.00 and required payment and/or performance bond(s)) prior to issuance of a PO.

Once approved, the City will issue a formal PO referencing Contractor's approved OCP. PO shall contain the Statement of Work, Start Date, lump sum total price and the project schedule. PO will serve as the Contractor's notice to proceed.

In the event of an emergency service requirement, the procedures above will be expedited upon receipt of a verbal request by the City. Contractor will commence work as required and provide documentation as soon as possible. City will issue PO as soon as possible.

**4.7 EMERGENCY RESPONSE TIMES:** After receiving a call and/or request for emergency service, Contractor shall have a qualified technician on-site within the time stated below:

**4.7.1** An emergency call will be identified as any conditions that can potentially impact the health, safety and welfare of City employees and the public or any incident that would impact the continuous operation of the City. The City's Designated Departmental Representatives (CDDR) will notify the Contractor if a call constitutes an emergency situation.

**4.7.2** The Contractor shall verbally respond to requests for emergency services including supporting equipment within thirty (30) minutes and be onsite to perform repairs as soon as possible, not to exceed one (1) hour after being contacted with a minimum of one (1) qualified technician after receipt of initial notification request from an authorized Facilities representative or designee. The Contractor shall contact the reporting CDDR upon arrival at the job site. Emergency work shall be performed during normal working hours whenever possible; however, services shall be performed on a 24 hours, seven (7) days a week basis if deemed necessary by the CDDR.

**4.7.3** Contractor shall submit written confirmation via e-mail of emergency call to the City no later than within one business day.

**4.8 VENDOR DELIVERABLES:** Contractor shall submit to the designated City Representative:

**4.8.1** Service calls received by contractor shall be followed with a written confirmation via e-mail to the designated CDDR. Confirmation of emergency calls shall be submitted to the City no later than within one business day and normal service calls confirmation shall be submitted within 2 hours of the Contractor receiving the service call.

**4.8.2** An OCP as defined on 4.3.16 with an implementation Schedule or work schedule.

**4.8.3** A logical sequence of tasks and deliverables included in each project period.

**4.8.4** A clear definition of each task and deliverable.

**4.8.5** Staff requirements for each task and deliverable.

**4.8.6** A specific target completion date for each task and deliverable.

- 4.8.7 Service Tickets.
- 4.8.8 Inspection results.
- 4.8.9 Copies of licenses and/or permits required for the job.

**4.9 WARRANTY.** Contractor shall warrant that work performed conforms to the OCP/PO requirements and is free of any defect in equipment, material, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. All work provided by Contractor shall be warranted for a minimum period of 1 year from the date of final acceptance of the work.

**4.9.1 PERFORMANCE WARRANTY:** Work performed under the OCCS shall meet all applicable standards and codes. Contractor shall guarantee all work against any defects in workmanship, and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of 1 year after completion of work. The warranty period shall commence upon date of acceptance by the City.

**4.9.2 MATERIAL WARRANTY:** Materials provided shall be in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE. Materials shall be warranted against material defects and defects in workmanship for a period of not less than 1 year and shall cover 100 percent parts, labor and shipping. The warranty period shall commence upon date of acceptance by the City. If the manufacturer's standard warranty period exceeds one year, then the warranty period hereunder shall be the length of the manufacturer's warranty. Contractor shall be ultimately responsible for the warranty. Contractor shall provide the CDDR or designee with all manufacturers' warranty documents upon completion of service prior to leaving the job site.

**4.9.3** All work performed by Contractor under the terms of this contract shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Director. City shall have the right to terminate this Contract, in accordance with Section 006 - General Terms and Conditions. Termination, in whole or in part, should Contractor's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

**4.10 UNSATISFACTORY PERFORMANCE:** Unsatisfactory performance may result in a negative Contractor performance report or cancellation of the contract or both. City may consider the following performance by the contractor as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:

**4.10.1** One service "call back" to correct the same problem within 30 consecutive days.

**4.10.2** One instance within one year of contractor personnel assigned to an authorized service call not having the skill or knowledge to diagnose the problem or perform the repair or both.

**4.10.3** Two instances within one year of response time, as defined in this specification as an authorized service call exceeding the one-hour limit.

**4.11 BUILDING RESTRICTIONS.** Contractor's staff shall meet and follow all City of San Antonio security standards and procedures.

**4.11.1 ACCESS:** Contractor shall make prior arrangements with the designated City representative for access to the building(s) for performance of the service and obtain temporary access badges, if necessary prior to performing any work.

**4.11.2 IDENTIFICATION.** Contractor's and/or subcontractors' personnel shall present a professional

appearance and be readily identifiable to City staff when called out, to perform work under this contract. Contractor is encouraged to provide the following:

- 4.11.2.1** Contractor Vehicle(s) Logo
- 4.11.2.2** Contractor Uniforms or Company Logo Apparel. Contractor's personnel shall present a neat appearance and be easily recognizable as a contractor employee. This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges which contain the company's name and employee's name
- 4.11.2.3** Contractor's uniforms shall be clean, unstained, well-fitting, and in good order. They type and color of uniforms, to include shoes, as well as the standards of dress shall be approved by the City of San Antonio Designated Department Representative, prior to start of work under this contract. Shoes shall be sturdy construction and shall cover the foot to meet any required sanitation and safety requirements. Open-toed shoes, sneakers, sandals, and heels higher than two inches shall not be worn.
- 4.11.2.4** ID Badges. Contractor's employees and subcontractors performing work under this contract shall wear ID Badges at all times while performing work under this contract. Badge content must be approved by City. As a minimum, badges will contain name of Contractor and name of employee performing the work (if different).

**4.11.3 PARKING:** Contractor shall make arrangements with the designated City representative prior to off-loading tools and equipment at the job site. Contractor shall park only in spaces assigned by the designated City representative.

**4.11.4 RESTROOMS:** Restrooms shall not be used for washing of tools and equipment.

**4.11.5 SECURITY:** Contractor shall provide an updated list of all Contractor personnel or subcontractors at each job site and comply with all security measures required by the City.

## **4.12 WORK HOURS**

**4.12.1 Normal Working Hours:** Normal working hours are defined as Monday – Friday, 7:00 AM to 5:00 PM, exclusive of City authorized Holidays.

**4.12.2 Overtime Working Hours:** Overtime work hours are defined as Monday – Friday, 5:01 PM to 6:59 AM, all day Saturday and Sunday.

**4.12.3** Contractor will be required to complete non-emergency work during normal work hours. Contractor employees shall be available to work different work hours during special conditions; emergencies, possibly holidays or weekends as requested by the designated City representative.

## **4.13 PAYMENT REQUIREMENTS**

### **4.13.1 RS MEANS COST DATA PRICE BOOKS – ELECTRICAL MAINTENANCE AND REPAIR SERVICES**

**4.13.2** To determine the price of any work performed pursuant to the OCCS, Contractor's Coefficient shall be applied to the applicable line item(s) in the most current **RS Means Electrical Cost Data price book** (referred to hereafter as the "Unit Price Book" or "UPB"). Because any work under this contract is on a job order basis, exact project specifications are not available. General specifications are included in this

solicitation and form the basis for any work to be performed. The specifications are intended to indicate the requirements of the City, which include generally accepted practice in the construction industry.

- 4.13.3 As projects are identified, Contractor will apply its approved Contractor's Coefficient to applicable line items within the most current UPB in order to determine a project price, which will include material, equipment, and/or labor performed during normal working hours or during overtime/holidays. Line(s) items for administrative/management fees will not be accepted by the City (ref. Para. 4.6.3.2).
- 4.13.4 City will not provide copies of RS Means Cost Data to Contractor. Contractor is responsible for purchasing its own Unit Price Book or CD-Rom.
- 4.13.5 For those job items not listed in the specified RS Means Electrical Cost Data Book, pricing shall be determined by applying the same coefficient as utilized on the RS Means Electrical Cost Data Book to the most current **RS Means Facilities Maintenance & Repair Cost Data** price book. If the specific job item is not listed in any RS Means publications, then the City and Contractor will determine the appropriate price through market survey, or may negotiate a price, but only for projects that cost \$3,000 or less. **Line(s) items for administrative/management fees will not be accepted by the City**
- 4.13.6 **INVOICE REQUIREMENTS.** Contractor shall submit invoices in accordance with RFCSP Section 006 – General Terms & Conditions. In addition to requirements in RFCSP Section 006, the following documentation shall be attached to each invoice to validate charges:
  - 4.13.6.1 Copy of Contractor's OCP
  - 4.13.6.2 Proof of City Permit Fees Paid (if applicable)
  - 4.13.6.3 City's Work Order number and Purchase Order number

**A courtesy duplicate invoice shall also be forwarded directly to the appropriate CDDR.**

No additional fees or expenses of Contractor shall be charged by Contractor nor be payable by City other than those states on the Price Schedule. The parties hereby agree that all compensable expenses of Contractor have been provided for the Price Schedule. The City shall pay the price stated on any PO using Contractor's Coefficient and the CCI, less Contractor's offered prompt payment discount, if paid within the time period stated therefore.

- 4.13.7 Emergency services: For services performed during Normal Working Hours, Contractor shall bill for Emergency Services at the Normal Working Hour rate based on the coefficient specified in RFCSP Attachment B - Price Schedule.  
Contractor shall bill for Emergency Services performed during Overtime Working Hours or on holidays at the Overtime Working Hour rate based on coefficient specified in RFCSP Attachment B, Price Schedule.

- 4.14 SECURITY ADDENDUM FOR CRIMINAL JUSTICE INFORMATION SERVICES (CJIS). Contractor may be required to provide services to City departments that perform criminal justice services. Criminal Justice Agencies, such as the San Antonio Police Department, are required to comply with the security requirements managed by the Federal Bureau of Investigations (FBI) and state agencies, such as the Texas Department of Public Safety. The federal Criminal Justice Information Services Security Policy (Policy) applies to every individual, contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Contractor shall comply with the Policy and shall execute the CJIS Security Addendum attached to this agreement. Contractor's employees who are subject to the Policy will be required to sign a Contractor Employee Certification and be finger printed. All costs associated with compliance with the CJIS Policy shall be borne by Agency.

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

This contract shall begin on the date of the ordinance awarding the contract. This contract shall terminate on December 30, 2018.

### Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 3 additional 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

### Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

### Temporary Contract Pending Award of Contract by City Council

Occasionally, the City has a need for goods or services prior to the date set for the San Antonio City Council to consider a contract for award. If such a situation arises with regard to this solicitation, and if City intends to recommend Vendor's bid to the City Council for award of a contract, City may require Vendor to provide goods or services prior to the date set for City Council to consider the bid for award of a contract. City shall provide Vendor advance written notice if such occasion arises.

In such event, City's written notice shall constitute acceptance of Vendor's bid and shall result in a temporary contract to provide goods and/or services until City Council considers and awards the contract contemplated in this solicitation. The total expenditure under the temporary contract shall not exceed \$50,000. The temporary contract shall begin on the date set forth in City's written notice and shall terminate when the total expenditure reaches \$50,000, or upon subsequent written notice from City, whichever shall occur sooner. Should City Council authorize award of a contract to Vendor pursuant to this solicitation, said award shall automatically terminate the temporary contract upon the effective date of the newly awarded contract.

During the term of the temporary contract, all goods or services shall be provided in accordance with the terms and conditions contained in this solicitation, with the exception of the Original Contract Term, which is modified as indicated above for the temporary contract.

Acceptance of Vendor's bid for the purposes of award of a temporary contract does not constitute award of the full contract with the Original Contract Term. Such a contract may only be awarded by the San Antonio City Council by passage of an ordinance. Neither does award of a temporary contract obligate City to recommend Vendor's bid for award to the City Council, or guarantee that the City Council will award the contract to Vendor.

Change Orders. Notwithstanding anything stated to the contrary in Section 006 – General Terms & Conditions, in order to comply with Texas law governing purchases made by municipalities, the following rules govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

**INSURANCE**

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Finance Department, which shall be clearly labeled “ANNUAL JOB ORDER CONTRACT FOR ELECTRICAL MAINTENANCE AND REPAIR SERVICES - CITYWIDE” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent’s signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Finance Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Contractor’s financial integrity is of interest to the City; therefore, subject to Contractor’s right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 <u>General Aggregate</u> , or its equivalent in <u>Umbrella</u> or <u>Excess Liability Coverage</u>
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City’s Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City’s Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any

such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio  
Attn: Finance Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Bid Bond.

Contractor must submit a bid bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$1,500.00. The Bid Bond shall be valid for 180 days following the deadline for submission of bids. The Bid Bond must be

accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Bidder is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Bid Bond will be disqualified.

For hard copy bids, the bid bond must accompany the bid. For electronic submissions, Bidder must provide the original bid bond to the City Clerk prior to bid opening in accordance with the instructions for hard copy submissions.

#### Payment Bond.

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance **of any purchase order exceeding \$50,000**. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code in the full amount of the project price. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. The bond will be in the amount of the purchase order Estimated Price, executed and delivered to City prior to commencement of work under the applicable purchase order.

#### Performance Bond.

Contractor shall provide a performance bond made payable to the City of San Antonio, **only when a purchase order exceeds \$100,000**. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code in the full amount of the job order price. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. This bond must be executed and delivered to City prior to commencement of work under the applicable purchase order. "Project price" means the sum total of all purchase orders issued to a single Contractor for a project.

#### Prevailing Wage Rates.

The Provisions of Chapter 2258 of the Texas Government Code, and the "Wage and Labor Standard Provisions" amended in City Ordinance 2008-11-20-1045, expressly are made a part of this Contract. Contractor shall forfeit, as a penalty to Owner, sixty dollars (\$60.00) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, in which such laborer, worker or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any federal or state law, regarding the wages to be paid to or hours worked by laborers, workers or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.

Contractor shall comply with the Wage and Labor Standard Provisions stated above and prevailing wage rates attached hereto and incorporated herein for all purposes as Attachment .



## Workers' Compensation.

### Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance, Workers' Compensation Division, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

The contractor must provide a certificate of coverage to the City prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the City:

a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Division, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

obtain from each other person with whom it contracts, and provide to the contractor:

a certificate of coverage, prior to the other person beginning work on the project; and

a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Division's section of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

#### Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

- Attachment A – Part One – General Information
- Attachment A – Part Two – Experience, Background and Qualifications
- Attachment A – Part Three – Proposed Plan
- Attachment B – Pricing Schedule
- Attachment C – Contracts Disclosure Form
- Attachment D – Litigation Disclosure Form
- Attachment E – SBEDA Ordinance Compliance Provisions
- Attachment F – Subcontractor/Supplier Utilization Plan
- Attachment G – Veteran-Owned Small Business Program
- Attachment H – Veteran-Owned Small Business Program Tracking Form
- Attachment I – Prevailing Wage Rates
- Attachment J – Certificate of Interested Parties

Attachment K – CJIS Security Addendum

Attachment L – Proposal Checklist

Attachment L – Redacted 03-28-16 Pre-Submittal Conference Presentation

Attachment M – Small Business Economic Development Advocacy (SBEDA) Presentation

## 006 - GENERAL TERMS & CONDITIONS

Electronic Proposal Equals Original. If Vendor is submitting an electronic proposal, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

### Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFCSP or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by the City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, the City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by the City as a result thereof. In addition, Vendor may be removed from the City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFCSP, unless otherwise specified in the Specifications/Scope of Services section of this RFCSP. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

**REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.**

### Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date the City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date the City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between the City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

**NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT.** NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Change Orders. Change Orders. Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished, may be approved by the Director or the Directors' designee, provided such change orders are made in writing and conform to the requirements of City ordinance 2011-12-08-1014, as amended.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, however, be made by Director or Director's designee.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

## Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

## **INDEMNIFICATION**

**CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR' activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic.

Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or

prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

**Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.**

**Non-discrimination.** As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Non-Discrimination. As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

**Delinquent Taxes.** In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

**Binding Contract.** This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

**Entire Agreement.** This contract, including City's final electronically posted online version together with its authorizing ordinance and its price schedule(s), attachments, purchase orders, and exhibits, if any, and Contractor's proposal, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. City's solicitation documents shall control over Contractor's proposal in the event of a conflict. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

**007 - SIGNATURE PAGE**

By submitting a proposal, whether electronically or by paper, Respondent represents that:

(s)he is authorized to bind Respondent to fully comply with the terms and conditions of City's Request for Competitive Sealed Proposals for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Respondent is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Information

Please Print or Type

Vendor ID No. \_\_\_\_\_

Signer's Name \_\_\_\_\_

Name of Business \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

City's Solicitation No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign Proposal



## 008 - STANDARD DEFINITION

Whenever a term defined by the Uniform Commercial Code (“UCC”), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Bid – a request for competitive sealed proposal in which the City will award the entire contract to one respondent only.

Alternate Proposal - two or more proposals with substantive variations in the item or service offered from the same respondent in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the proposal has been accepted by the City.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contract - the binding legal agreement between the City and Vendor.

Contractor - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Director – the Director of City’s Purchasing & General Services Department or Director’s designee.

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Line Item - a listing of items in a proposal for which a respondent is expected to provide separate pricing.

Non-Responsive Proposal - a proposal or offer that does not comply with the terms and conditions, or specifications and/or requirements of the RFCSP.

Offer - a complete, signed response to an RFCSP that, if accepted, would bind Respondent to perform the resultant contract. The term “offer” is synonymous with the terms “bid” and “proposal”.

Payment Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor’s failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor’s inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor’s inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow respondents to ask questions about the proposed contract and particularly, the contract specifications.

Proposal - a complete, signed response to a solicitation. The term “proposal” is synonymous with the terms “offer” and “bid”.

Proposal Bond or Proposal Guarantee - security to ensure that Respondent (a) will not withdraw the proposal within the period specified for acceptance, and (b) will furnish any required bonds or performance guarantees, and any necessary insurance within the time specified in the solicitation.

Proposal Opening - a public meeting during which proposal responses are opened and the names of respondents are read aloud.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in a RFCSP for the price stated in Vendor's proposal.

Request for Competitive sealed Proposal (RFCSP) – a solicitation for a specified good or a service, evaluated on the basis of price and other factors.

Respondent - a person, firm or entity that submits a proposal in response to a solicitation. The respondent whose proposal is accepted by City may also be referred to herein as Contractor, Vendor or Supplier. The term "respondent" is synonymous with the term "bidder".

Responsible Offeror - a respondent who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Offeror - a respondent who tenders a proposal which meets all requirements of the RFCSP and is a responsible offeror.

Sealed Proposal - a proposal submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the RFCSP. The contents of the proposal will not be made public prior to the award of the contract.

Specifications - a description of what the City requires and what the respondent must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the Vendor's obligations under the contract with City.

Supplier - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Vendor - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Waiver of Irregularity - noting, but disregarding an immaterial variance within a proposal.

007 - SIGNATURE PAGE

By submitting a proposal, whether electronically or by paper, Respondent represents that:

(s)he is authorized to bind Respondent to fully comply with the terms and conditions of City's Request for Competitive Sealed Proposals for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Respondent is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Information

Please Print or Type

Vendor ID No. 90-1034018

Signer's Name Robert Nagel

Name of Business Inoca Holdco II, LLC dba Fox Service Company

Street Address 4300 S. Congress Avenue


City, State, Zip Code Austin, TX 78745

Email Address sales@foxservice.com

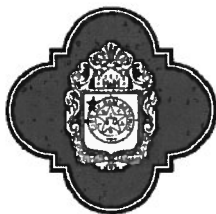
Telephone No. 512-442-6782

Fax No. 512-443-8533

City's Solicitation No. 6100007699



Signature of Person Authorized to Sign Proposal



**City of San Antonio**

**ADDENDUM I**

**SUBJECT:** REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP") NO.:  
6100007699 ANNUAL JOB ORDER CONTRACT FOR ON-CALL ELECTRICAL  
MAINTENANCE AND REPAIR SERVICES - CITYWIDE  
Scheduled to Open: July 27, 2016; Date of Issue: June 24, 2016

**FROM:** Paul J. Calapa, Procurement Administrator

**DATE:** July 19, 2016

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. I – TO THE ABOVE REFERENCED  
REQUEST FOR COMPETITIVE SEALED PROPOSAL**

**THE ABOVE MENTIONED FORMAL INVITATION FOR BID IS HEREBY AMENDED AS  
FOLLOWS:**

On June 30, 2016, the City of San Antonio held a Pre-Submittal conference meeting to provide information and clarification for the Annual Job Order Contract for On-Call Electrical Maintenance and Repair Services - Citywide. Below is the list of questions asked at the meeting. The Small Business Economic Development Advocacy (SBEDA) presentation is attached. The City's official response to questions asked is as follows:

1. **Question 1:** How can a contractor participate in the SBEDA Program?

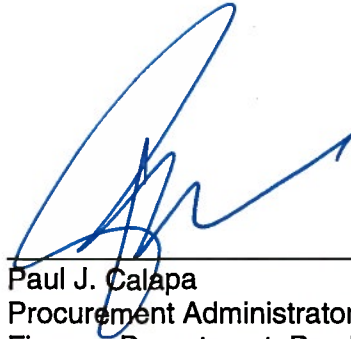
**Response:** The Small Business Office places initiatives on City solicitations to encourage the participation and utilization of Small/Minority/and Woman Owned Business Enterprises (S/M/WBE). For the purposes of this solicitation, businesses that are certified through the South Central Texas Regional Certification Agency (SCTRCA) as a Small Business Enterprise (SBE) and are headquartered in the San Antonio Metropolitan Statistical Area (SAMSA) or having a significant business presence are eligible for fifteen (15) points through the SBE Prime Contract Program.

2. **Question 2:** What is a contractor supposed to do between using RSMMeans for the pricing/estimating services for the City and follow Davis Beacon?

**Response:** Prevailing wage rates will only apply to repairs deemed a public work, not to routine inspection or maintenance. It is Contractor's obligation to pay prevailing wage rates where applicable. Contractor should submit its pricing considering the possible overhead.

3. **Question 3:** Could the City provide an estimated number of work orders per year that would need to be serviced?

**Response:** The City estimates the amount to be spent for electrical maintenance services between all City departments is between \$400,000.00 to \$500,000.00 per year. This expenditure could be made through 60-150 service requests.

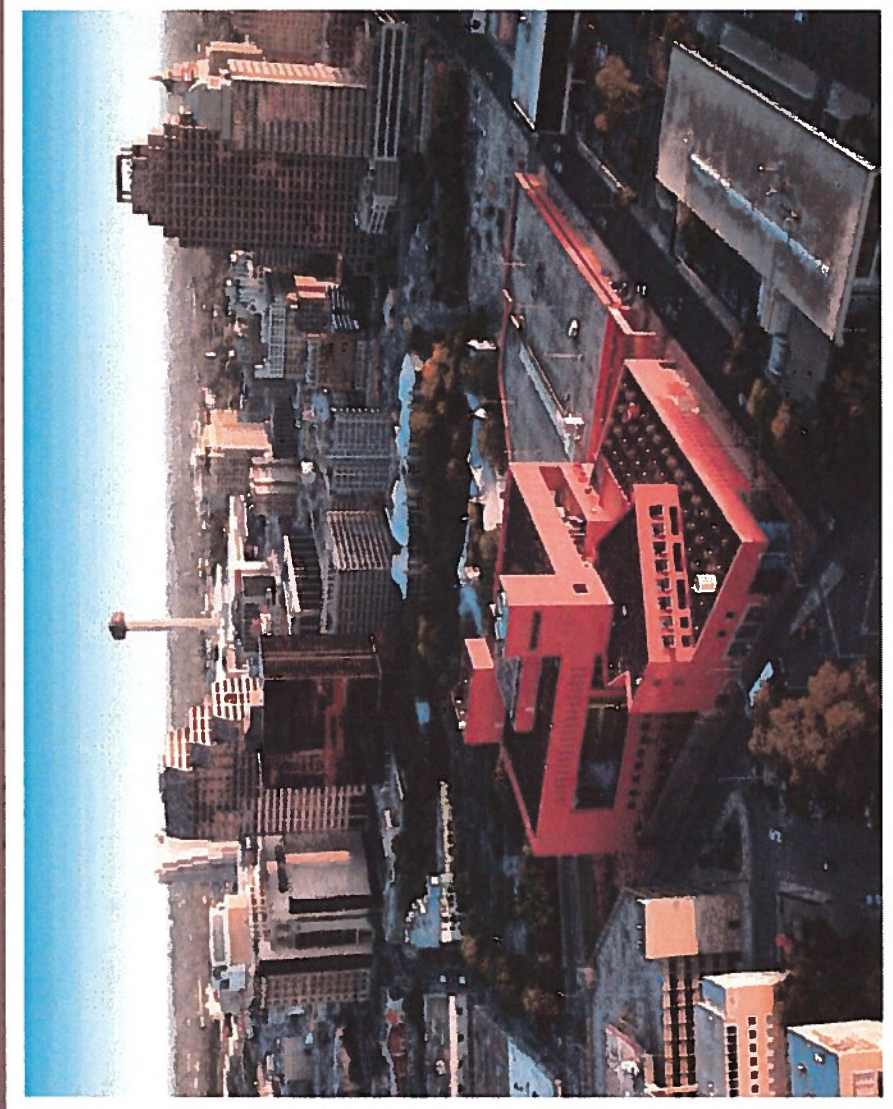


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Paul J. Calapa  
Procurement Administrator  
Finance Department, Purchasing Division

PC/dvf





# ANNUAL CONTRACT FOR ELECTRICAL MAINTENANCE AND REPAIR – CITYWIDE

SBEDA PRESENTATION



# SBEDA Eligibility



CITY OF SAN ANTONIO  
ECONOMIC DEVELOPMENT  
DEPARTMENT



Certified  
by SCTRCA

HQ or  
Significant  
Business  
Presence in  
SAMSA

Registered  
in CVR

# SBEDA Affirmative Procurement

## Initiatives (APIs)



CITY OF SAN ANTONIO  
ECONOMIC DEVELOPMENT  
DEPARTMENT

## SBE Prime Contract Program







**CITY OF SAN ANTONIO  
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN**

SOLICITATION NAME: **Annual Contract-Electrical Maintenance and Repair Services-Citywide (OCCS)**

RESPONDENT NAME:

SOLICITATION A/P: **Small Business Enterprise (SBE) Prime Contract Program**

**API REQUIREMENTS:** Respondents, in order to receive the fifteen (15) evaluation preference points associated with the SBE Prime Contract, SBE Prime Respondents must document on this form that at least 51% of this contract shall be self-performed or shall be subcontracted to other certified Small Business Enterprises.

SBEs must be certified with the South Central Texas Regional Certification Agency and be headquartered or have Significant Business Presence in the San Antonio Metropolitan Statistical Area to receive preference points. Please be sure to indicate dollar value or percentage of the total value of the contract that will be paid to the subcontractors.

For further clarification, please contact Gus Loeffelholz at 210-207-3910.

Enter Respondent's (Prime) proposed contract participation level.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime:	\$	%	SCTRCA #:	
SAePS Vendor #:				
List ALL subcontractors/suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alterations. Use additional pages if necessary.				
Sub:	\$	%	SCTRCA #:	
SAePS Vendor #:				
Sub:	\$	%	SCTRCA #:	
SAePS Vendor #:				
Sub:	\$	%	SCTRCA #:	
SAePS Vendor #:				

\*\* Prime respondent and all subcontractors/suppliers must be registered in the City of San Antonio Electronic Procurement System (SAePS). To learn more about how to register, please call (210) 207-0118 or visit <http://www.sanantonio.gov/purchasing/saeps.asp>.

Sub:	\$			
SAePS Vendor #:			SCTRCA #:	
Sub:	\$			
SAePS Vendor #:			SCTRCA #:	
Sub:	\$			
SAePS Vendor #:			SCTRCA #:	
Sub:	\$			
SAePS Vendor #:			SCTRCA #:	
Sub:	\$			
SAePS Vendor #:			SCTRCA #:	
A. Total Prime Participation: \$				
B. Total Sub Participation: \$				
C. Total Certified Sub Participation: \$				
D. Total Prime & Sub Participation*: \$				

% A. Total base bid amount to be kept by prime.

% B. Total amount prime will pay to certified and non-certified subcontractors/suppliers

% C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above

% D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)

*If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.*

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Print Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\*\*\*\*\*  
**FOR CITY USE**

Action Taken: Approved \_\_\_\_\_ Denied \_\_\_\_\_

**ASSISTANT DIRECTOR  
ECONOMIC DEVELOPMENT DEPARTMENT**

# Important Notes



CITY OF SAN ANTONIO  
ECONOMIC DEVELOPMENT  
DEPARTMENT

Respondents may request an Exception from SBEDA

- **Submit with response and are subject to SBO approval**  
<http://www.sanantonio.gov/SBO/Forms.aspx>

All primes and subcontractors must be registered in SAePS

- <http://www.sanantonio.gov/purchasing/saeps.aspx>
- **For technical assistance please call (210) 207-0118**

Vendor listing available online

- **The City of San Antonio has a new and improved vendor search function. Please visit the COSA Vendor Listing to view or to download a listing of certified and non-certified vendors registered with the City.**  
<http://sanantonio.gov/purchasing/vendorinformation/cosavendorlisting.aspx>

Assistance available developing proposal, completing the Utilization Plan and priority certification

- **Priority certification is not guaranteed before bid closing**
- **To download the application, please visit the SCTRCA website: <http://www.sctrca.org/>**

# CONTACT US



CITY OF SAN ANTONIO  
ECONOMIC DEVELOPMENT  
DEPARTMENT

## David Rodriguez, Sr Economic Development Specialist

- [David.Rodriguez3@SanAntonio.gov](mailto:David.Rodriguez3@SanAntonio.gov)
- (210) 207 - 0071

## UTSA PTAC is available to provide assistance to SMWBEs

- Website: [ptac.txsbdc.org](http://ptac.txsbdc.org)
- Email: [ptac@utsa.edu](mailto:ptac@utsa.edu)
- (210) 458-2458



City of San Antonio - Finance Department  
 RFCSP - "Annual Job Order contract for On-Call Electrical Maintenance and Repair Services - Citywide", RFx 6100007699  
 Pre-Submittal Conference

June 30, 2016; 10:30 a.m. Central Time

Name (Print Legibly)

Company

Email Address

Phone

JEFF SNYDER	CREC GROUP LLC		
Jose R. Lopez	BBSID		
David Rodriguez	EDD		
RON GRIEGO	BEST		
Steve Cortez	Sunset Electric		
DENISE FLORE	GOSA		



**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

SOLICITATION NAME/NUMBER: RFSCP 6100007699

Name of Respondent:	Inoca Holdco II, LLC dba Fox Service Company	
Physical Address:	4300 S. Congress Avenue	
City, State, Zip Code:	Austin, TX 78745	
Phone Number:	512-442-6782	
Email Address:	sales@foxservice.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="radio"/> No
Name of <b>SUBCONTRACTOR</b> Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is <b>SUBCONTRACTOR</b> certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is <b>SUBCONTRACTOR</b> certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified <b>SUBCONTRACTOR</b> as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

Robert Nagel  
(Print Name) Authorized Representative of Bidder/Respondent

\_\_\_\_\_  
(Signature) Authorized Representative of Bidder/Respondent

President and CEO  
Title

7/27/2016  
Date

**This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.**