

ORDINANCE 2021-02-18-0107

**APPROVING CONTRACTS WITH A-RAM PLUMBING, INC., DOUG MERRITT, DBA CRAFTSMAN PLUMBING, AND HJD CAPITAL ELECTRIC, INC., TO PROVIDE ON-CALL COMMERCIAL PLUMBING MAINTENANCE AND REPAIR SERVICES FOR A TOTAL ESTIMATED AMOUNT OF \$400,000.00 ANNUALLY. FUNDING FOR THESE CONTRACTS WILL BE IDENTIFIED AS NEEDED AND INCLUDED IN THE FY 2021 ADOPTED BUDGET AND SUBSEQUENT BUDGETS APPROVED BY CITY COUNCIL.**

\* \* \* \* \*

**WHEREAS**, the City released a Request for Competitive Sealed Proposals (RFCSP) to provide the City with on-call commercial plumbing maintenance and repair services; and

**WHEREAS**, six proposals were received and evaluated; and

**WHEREAS**, staff recommends A-Ram Plumbing, Inc., Doug Merritt, dba Craftsman Plumbing, and HJD Capital Electric, Inc., for award of this contract; and

**WHEREAS**, approval of this ordinance will authorize three, two-year contracts beginning upon award by City Council, with the option for the City to renew for three additional, one-year periods for a total estimated amount of \$400,000.00 annually; and

**WHEREAS**, all expenditures will be in accordance with the applicable fiscal year's budget approved by City Council; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**


**SECTION 1.** The proposals submitted by A-Ram Plumbing, Inc., Doug Merritt, dba Craftsman Plumbing, and HJD Capital Electric, Inc., provide on-call commercial plumbing maintenance and repairs for the City for a total estimated amount of \$400,000.00 annually, is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the score matrix and contract is attached hereto and incorporated herein for all purposes as **Exhibit I**.

**SECTION 2.** Funds will be encumbered upon issuance of purchase orders, and payment is authorized to the vendors identified herein. All expenditures will be in accordance with the Fiscal Year 2021 budget, and such other appropriations necessary to fund the contracts through their terms as evidenced by subsequent ordinances.

**SECTION 3.** This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

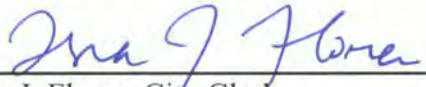
LC  
02/18/21  
Item No. 5

**PASSED AND APPROVED this 18<sup>th</sup> day of February, 2021.**



**M A Y O R**  
Ron Nirenberg

**ATTEST:**



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Tina J. Flores, City Clerk

**APPROVED AS TO FORM:**



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Andrew Segovia, City Attorney



# City of San Antonio

## City Council

February 18, 2021

**Item: 5**

**File Number: 21-1204**

**Enactment Number:**

**2021-02-18-0107**

Ordinance approving contracts with A-Ram Plumbing, Inc., Doug Merritt, dba Craftsman Plumbing, and HJD Capital Electric, Inc., to provide on-call commercial plumbing maintenance and repair services for an estimated amount of \$400,000.00 annually. Funding for these contracts will be identified as needed and included in the FY 2021 Adopted Budget and subsequent budgets approved by City Council. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember John Courage made a motion to approve. Councilmember Jada Andrews-Sullivan seconded the motion. The motion passed by the following vote:

**Aye:** 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

LC  
02/18/21  
Item No. 5

# Exhibit I

35	31.67	27.50	22.00	25.33
35	30.83	26.17	22.17	20.83
70	<b>62.50</b>	<b>53.67</b>	<b>44.17</b>	<b>46.17</b>
15	10.61	13.52	14.07	8.34
5	5.00	5.00	5.00	5.00
10	10.00	0.00	10.00	0.00
30	<b>25.61</b>	<b>18.52</b>	<b>29.07</b>	<b>13.34</b>
100	<b>88.11</b>	<b>72.19</b>	<b>73.24</b>	<b>59.50</b>
	<b>1.00</b>	<b>3.00</b>	<b>2.00</b>	<b>4.00</b>



**CITY OF SAN ANTONIO**  
**FINANCE DEPARTMENT - PURCHASING DIVISION**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP") 20-056**  
**RFx NO.: 6100012553**

**ANNUAL CONTRACT FOR ON-CALL PLUMBING SERVICES – CITY WIDE**

**Date Issued: JUNE 10, 2020**

**BIDS MUST BE RECEIVED NO LATER THAN:**  
**2:00 P.M., CENTRAL TIME, JULY 29, 2020**

**\*\*ONLY ELECTRONIC PROPOSAL SUBMISSIONS WILL BE ACCEPTED THROUGH THE SAN ANTONIO ELECTRONIC PROCUREMENT SYSTEM (SAePS) PORTAL.\*\***

**Address ONLY FOR ORIGINAL PROPOSAL BONDS, if applicable:**

Mailing Address:

Finance Department, Purchasing Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For ORIGINAL PROPOSAL BONDS, Mark Envelope

"ANNUAL CONTRACT FOR ON-CALL PLUMBING SERVICES – CITY WIDE"

RFCSP 20-056, RFx No.: 6100012553

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

\* Pre-Submittal conference is scheduled for JUNE 24, 2020 at 10:00 a.m. Central Time. The Pre-Submittal conference will be held via WebEx meeting. Prospective Respondents may join the WebEx using the following instructions:

**WebEx Call-in:1-415-655-0001 US TOLL**

**Meeting number (access code): 133 546 5616**

**Meeting password: COSA**

Staff Contact Person: Michelle Bernal, Procurement Specialist II, P.O. Box 839966, San Antonio, TX 78283-3966. Email: [Michelle.Bernal@SanAntonio.gov](mailto:Michelle.Bernal@SanAntonio.gov)

SBEDA Contact Information: (210) 207-3922 or by e-mail at [SBEDAdocs@sanantonio.gov](mailto:SBEDAdocs@sanantonio.gov)

### **PROHIBITED CAMPAIGN CONTRIBUTIONS**

**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 beginning on the \*10th business day after a contract solicitation has been released through the 30<sup>th</sup> calendar day following the approval by City Council ("blackout" period):

- (1) Any individual seeking a high-profile contract;
- (2) Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501(c)(3), 501(c)(4) and 501(c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- (3) The legal signatory of the high-profile contract;
- (4) Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- (5) Subcontractors hired or retained to provide services under the high-profile contract; and
- (6) Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

**A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution was made by any of these individuals during this period.**

*\*For this solicitation, the first-day contributions are prohibited is **WEDNESDAY, JUNE 24, 2020.** The first day contributions may be made is the 31st day after the contract is approved at a City Council "A" Session.*

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### **RESTRICTIONS ON COMMUNICATIONS**

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council "A" session.

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.

For additional information, see the section of this RFCSP entitled "Restrictions on Communication".

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## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

#### Submission of Proposals:

Respondent **MUST** submit proposals electronically.

Submission of Electronic Proposals: Submit one (1) **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.

Proposals sent to the City by facsimile or email will NOT be accepted.

Modified Proposals: Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals. All proposals must be submitted electronically and a modified proposal will automatically replace a prior proposal submission.

The City shall not be responsible for lost or misdirected proposals or modifications.

#### Forms Requiring Signatures:

Signature Page: For electronic proposals, Respondent's electronic submission constitutes a binding signature for all purposes.

All Other Documents: All other forms in this solicitation which require a signature must have a signature affixed thereto by manually signing the document. When submitting, electronically, sign the document prior to scanning it and uploading it with your submission.

Respondents are cautioned that they are responsible for the security of their log-on ID and password, since unauthorized use could result in Respondent's being held liable for the submission.

Vendor Registration: Respondent is required to register as a vendor with the City prior to the due date for submission of proposals. Respondent may register at the following site: <http://www.sanantonio.gov/purchasing/saeps>. 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.

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

Electronic Alternate Proposals Submitted Through the Portal: 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.

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, flash drive, or CD ROM. Catalogs shall be mailed to the Finance Department, Purchasing Division, P.O. Box 839966, San Antonio, Texas 78283-3966 prior to bid opening. Respondent shall submit a 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. These price lists are subject to approval of City's Finance 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) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is

posted for consideration as an agenda item during a meeting designated as an "A" session; 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 below **by July 2, 2020 at 12 noon central time**. 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 to:

Michelle Bernal, Procurement Specialist II  
City of San Antonio, Finance Department – Purchasing Division  
[Michelle.Bernal@SanAntonio.gov](mailto:Michelle.Bernal@SanAntonio.gov)

Questions submitted and the City's responses to questions will be posted with this solicitation.

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 proposal. 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.

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 required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at [SBEDAdocs@sanantonio.gov](mailto:SBEDAdocs@sanantonio.gov). *There is no contact permitted to the Small Business Office regarding this solicitation after the solicitation closing date.*

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at [vendors@sanantonio.gov](mailto:vendors@sanantonio.gov) for assistance with vendor registration and submitting electronic bids.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council Agenda date, and a review of the solicitation process.

#### Pre-Submittal Conference:

If a Pre-Submittal Conference is scheduled, it will be held at the time 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. Pre-Submittal conference participation is optional, but highly encouraged.

This meeting is accessible to disabled persons. Call the Staff Contact Person for information 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.

**Proposal Format:** Each proposal shall be typewritten, single-spaced and submitted on 8 ½" x 11" page layouts. 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. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the electronic submission through City's portal. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP, Part B, Submission Requirements, and **each section and attachment must be indexed as in the Table of Contents page.** For electronic submissions, 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.**

**Correct Legal Name.** If Respondent is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the proposal may be rejected.

**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.

Respondent's Due Diligence.

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. Proposals submitted electronically may be withdrawn electronically.

Proposal Opening: Proposals will be opened publicly by reading the names of the Respondents aloud online through WebEx at 2:30 p.m. Central Time on the day the proposals are due. However, in accordance with state law, the contents will not be revealed until after the contract is awarded.

Join by phone:

- 415-655-001 US Toll
- Meeting number (access code): 289 671 748
- Meeting password: COSA

#### Evaluation and Award of Contract:

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the responsible offeror whose proposal is determined to be the most advantageous to City, considering the relative importance of price and the other evaluation factors included in this RFCSP.

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 the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Sections 2-42 and 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

Pursuant to the subsection above, Respondent warrants and certifies, and a contract awarded pursuant to this RFCSP is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

Unfair Advancement of Private Interests: Pricing and discounts contained in this contract are for use by City departments conducting City business. City employees may not use their positions to obtain special treatment or prices that are not available to the general public.

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 Office of 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 Office of 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/forms/conflict/>

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, by mail to the Office of the City Clerk. Please mail to:

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

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

## **PART B**

### SUBMISSION REQUIREMENTS:

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture. Each separate section should be attached as a separate file.

#### TABLE OF CONTENTS:

EXECUTIVE SUMMARY: The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

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.

PRICE SCHEDULE: Use the Price Schedule that is found in this RFCSP as Attachment B.

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

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. All respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
  - a. names of the agency board members,
  - b. list of positions they hold as board members, and
  - c. Names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in proposal response 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 any and all SBEDA form(s), found in this RFCSP as Attachment F.

**VETERAN-OWNED SMALL BUSINESS (VOSB) PROGRAM TRACKING FORM.** Pursuant to Ordinance No. 2013-12-05-0864, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation. For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation. Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form with the proposal submitted, as RFCSP Attachment G.

**CERTIFICATE OF INTERESTED PARTIES HB FORM 1295:** Respondent must complete, sign, and submit HB Form 1295 as RFCSP Attachment H.

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: <https://www.ethics.state.tx.us/filinginfo/1295>

**Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the RFCSP number shown on the cover page of this solicitation (e.g. IFB 6100012553, or RFCSP 6100012553).**

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

**PROPOSAL BOND:** Submit proposal bond in the amount of **\$1,000.00**. For electronic submissions, Respondent must provide the original proposal bond to the Finance Department, Purchasing Division, P.O. Box 839966, San Antonio, Texas 78283-3966 **prior** to proposal due date.

**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 subcontractors, if any.

**SIGNATURE PAGE:** 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.

**PROPOSAL CHECKLIST:** Complete and submit the Proposal Checklist found in this RFCSP as Attachment M.

**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:**

The 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. The selection committee may select respondents who are judged to be reasonably qualified for interviews, depending on whether further information is needed. 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 Points:**

- A. Experience, Background, Qualifications (35 points)**
- B. Proposed Plan (35 points)**
- C. Price (15 points)**
- D. Small Business Economic Development Advocacy Program (SBEDA) (15 points)**

**SBE Prime Contract Program – 5 points** Certified SBE firms (see *Small Business Enterprise* definition) 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 five **5** evaluation criteria points, **and**

#### **M/WBE Prime Contract Program – 10 points**

Certified M/WBE firms (see *Minority/Women Business Enterprise* definition) 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% M/WBE participation (Prime and/or Subcontractor) will receive ten **10** evaluation criteria points.

No evaluation criteria points will be awarded to non-SBE or non-M/WBE Prime CONTRACTORS through subcontracting to certified SBE or M/WBE firms.



## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.0 BACKGROUND:

- 4.0.1 The City of San Antonio seeks proposals from qualified contractors interested in providing "on-call" commercial plumbing maintenance and repairs through an on call contracting services (OCCS) contract, also referred to as job order contract (JOC). Service shall be for plumbing maintenance and repairs Citywide. Services within new building construction, remodeling or alterations of an existing building will not be included.
- 4.0.2 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. The Contractor's prices submitted on Attachment B, Price Schedule, shall include all parts, components, and labor necessary to provide scheduled maintenance and to replace any part and/or component that may be worn from normal wear and tear to prevent from having to service the Equipment at a later date (the Parts included in the Scheduled Maintenance service are listed in Section 4.8). Contractor shall perform work as per the manufacturer's requirements, codes (city, state, and federal), and the specifications located in this scope of work.
- 4.0.3 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 City of San Antonio. For the contractor, the objectives of an OCCS are to maintain a long term business relationship with the City and achieve a fair profit. 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 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 its best interests.
- 4.0.4 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.
- 4.0.5 Contractor will not be guaranteed a minimum or maximum amount of work.
- 4.0.6 The City's budget for these services is \$2 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 million, to be divided equally between each plumbing contract awarded pursuant to this RFCSP. 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.
- 4.0.7 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.

### 4.1 SCOPE OF SERVICES:

- 4.1.1 The Contractor shall provide full-service on-call plumbing maintenance and repair services to City Facilities as outlined in this document. Contractor shall retain professional personnel who have successfully and competently provided municipal facility plumbing maintenance and repair services on projects of similar scope and complexity. It shall be the Contractor's responsibility to effectively repair and maintain, to the satisfaction of the City Designated Departmental Representative, all aspects of plumbing systems in City defined facilities with minimal downtime. All maintenance and repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, shall meet warranties and be in conformance to all applicable laws, codes and regulations. The successful Contractor's plumbing maintenance and repairs shall, at a minimum, include but not be limited to the specifications outlined herein.
- 4.1.2 For the purpose of this proposal, maintenance and repair is defined as work that involves the mending of a broken system, component(s), or sub-component(s) of a municipal building and facility to include: plumbing drain line cleaning, main distribution water lines, main sewer lines, plumbing fixtures (faucets, flush valves,

sinks, urinals, commodes, etc.), drinking fountains, pumps, lift stations, water heaters, sprinkler irrigation systems, back-flow prevention devices, etc.

4.1.3 The word "line" in this scope of work shall include, but shall not be limited to the following: fixture drains, fixture branches, drainage stack, building drains and building sewer. For the water system, the word "line" includes water riser, water distribution pipes, and water service line.

4.1.4 Contractor shall furnish all labor, supervision, tools, specialized equipment (to include but not limited to: high pressure 4000 psi Hydrojet, or similar equipment, with 300 gallon tank with a minimum hose length of 500 feet for clearing drain lines and video camera (with recording device) with inspection equipment), materials, metering instruments, supplies, parts, transportation, mobilization, insurance, bonds, permits, reports, incidentals, safety equipment (Confined Space Safety Equipment and Excavation Equipment) and quality control necessary to provide plumbing services on an "as needed basis". Commercial plumbing services shall include, but are not limited to, the following:

- a) Complete commercial plumbing repairs, including confined space repairs
- b) Plumbing repairs
- c) Fixture repair/replacement
- d) New fixture installation
- e) Relocating existing fixtures
- f) Repair and / or replacement of water lines and fittings
- g) Repair and / or replacement of sewer lines, vents and fittings (all types and sizes)
- h) Repair and / or replacement of storm sewer lines and fittings
- i) Jet drain cleaning (small and large diameter)
- j) Backflow installation, testing and repair
- k) Electronic line location
- l) Commercial water heater replacement and repairs
- m) Fiber-optic pipeline video inspection, or like video equipment
- n) Septic tank pumping
- o) Grease trap and lift station extraction (pump truck must have a minimum of 2,000 gallon capacity with a minimum of 500 foot hose readily available)
- p) Pump repair and installation
- q) Clean out floor drains
- r) Replacing faucets, flush valves, and miscellaneous fittings
- s) Repair and / or replacement of all types and sizes of valves
- t) Natural gas testing
- u) Repair and / or replacement natural gas lines and fittings
- v) Open excavation and excavation under buildings
- w) Identify utilities before excavation

4.1.5 Specific work requirements will be identified in each individual On Call Proposal ("OCP"), as they are deemed necessary and approved by the City.

## 4.2 SPECIFICATION PUBLICATION REFERENCE:

4.2.1 The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only. Contractor shall comply with standards in effect as of date of the Contract Documents unless otherwise indicated or as adopted by the City of San Antonio ordinance.

- a) International Building Code
- b) International Plumbing Code
- c) International Mechanical Code
- d) International Fuel Gas Code
- e) International Existing Building Code
- f) National Fire Protection Standards
- g) Ductile Iron Pipe Research Association Standards
- h) ASTM International Standards
- i) American Society of Mechanical Engineers Standards
- j) Manufactures Standardization Society of the Valve and Fittings Industry
- k) American Water Works Association Standards
- l) Unit Bell Standards
- m) National Corrosion Engineer Association

- n) National Sanitation Foundation Standards
- o) American Petroleum Institute Standards
- p) American Society of Plumbing Engineers Standards
- q) American Society of Sanitary Engineering Standards
- r) American Welding Society Standards
- s) Cast Iron Soil Pipe Institute Standards
- t) American Concrete Institute Standards
- u) OSHA Standards

#### **4.3 PREFERRED QUALIFICATIONS – PLUMBING:**

- 4.3.1 The City has established the following Preferred Qualifications for the OCCS “on-call” plumbing contractor list. Contractor shall meet the Preferred Qualifications defined in this section at all times.
- 4.3.2 Contractor and all other persons designated by Contractor to provide the services required by this RFCSP shall have the requisite training, licenses and/or certifications. Contractor shall have a current Plumbing Masters License issued by the Texas State Board of Plumbing Examiners and be registered with the City of San Antonio, through its Development Services Department throughout the term of the contract. Contractor shall have commercial plumbing experience, including but not limited to drinking water, sanitary sewer, storm water sewer, natural gas system, back flow, irrigation systems, oil water separator, grease traps, pumps, septic tanks, wells, etc.
- 4.3.3 The City prefers the Contractor to have a minimum of three (3) journeyman plumbers.
- 4.3.4 All journeyman plumbers performing work under this Contract shall possess and maintain a state journeyman certification and be directly employed and supervised by the Contractor. Any assigned apprentice shall work directly under the supervision of a qualified journeyman. The Contractor shall provide management and technical supervision through competent supervisors as required. The Contractor shall be responsible for the skills, methods and actions of all employees, subcontractors and for all work done.
- 4.3.5 The City prefers the Contractor to have continuous experience in commercial plumbing repair and maintenance of facilities, comparable in size, type, scope, and complexity to the City’s OCCS Program as defined herein.
- 4.3.6 The Contractor staff shall have experience in inspecting, installing, operating, maintaining, troubleshooting and repairing fixtures, fire hydrants, valves, pumps, lift stations, backflow, prevention devices, irrigation system, water distribution system, sewer systems and other applicable systems.
- 4.3.7 The Contractor staff shall be able to diagnose, isolate, and repair fixtures, fire hydrants, valves, pumps, lift stations, backflow prevention devices, irrigation systems, water distribution systems, sewer systems and other applicable systems.
- 4.3.8 The Contractor staff shall have experience in adjusting and calibrating systems for optimum efficiency.
- 4.3.9 The Contractor staff shall be able to read and interpret drawings and specifications.
- 4.3.10 Contractor required to meet all competence standards promulgated by authoritative bodies and regulatory agencies, including, but not limited to the Texas State Board of Plumbing Examiners, as applicable to the services provided herein.
- 4.3.11 The Contractor staff are required to have knowledge of OSHA, environmental regulation, NFPA standards, applicable codes, etc.
- 4.3.12 Contractor is required to understand and use applicable codes to complete the required tasks.
- 4.3.13 Contractor is required to understand environmental laws and provide the necessary documentation as required (for example manifest).
- 4.3.14 Contractor is required to meet security requirements applicable to any City facility where work is being performed.
- 4.3.15 Contractor shall have certified staff for back flow and irrigation system.
- 4.3.16 Contractor shall have a competent person to evaluate excavations.
- 4.3.17 If during the performance of this contract, the City 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.

- 4.3.18 Contractor 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.
- 4.3.19 Contractor shall ensure uniforms are clean, unstained, well-fitting, and in good order. The type and color of uniforms, to include shoes, as well as the standards of dress shall be approved by the City 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.

#### 4.4 RS MEANS COST DATA PRICE BOOKS - PLUMBING

- 4.4.1 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 Plumbing Cost Data price book**. 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.
- 4.4.2 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.**
- 4.4.3 For those job items not listed in the RS Means Plumbing Cost Data Book, pricing shall be determined by applying the Contractor's Coefficient to the most current **RS Means Facilities Maintenance & Repair Cost Data price book or RS Means Facilities Construction Cost Data price book**, however, 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 suggested retail price.
- 4.4.4 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.**

#### 4.5 DEFINITIONS:

For the purpose of the RFCSP, Standard Definitions are listed in Section 8. The following definitions will also apply:

- 4.5.1 **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.
- 4.5.2 **City Designated Departmental Representative:** The facilities maintenance manager or coordinator for the respective City Department.
- 4.5.3 **Emergency:** Any building or equipment failure considered by City, in its sole discretion, to be a matter of public or personal health or safety.
- 4.5.4 **Facility:** Buildings, the design and construction of which are governed by accepted building codes. The term does not include:
  - a. 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
  - b. Buildings or structures that are incidental to projects that are primarily civil engineering construction projects.

- 4.5.5 **Holidays:** Holidays are defined as City recognized holidays as published on the City's web site at [www.sanantonio.gov](http://www.sanantonio.gov).
- 4.5.6 **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.
- 4.5.7 **Normal Working Hours:** Normal working hours are defined as Monday – Friday, 7:00 AM to 4:30 PM CT, exclusive of City authorized Holidays.
- 4.5.8 **Overtime Working Hours:** Overtime work hours are defined as Monday – Friday, 4:31 PM to 7:44 AM CT, all day Saturday and Sunday, and City authorized Holidays.
- 4.5.9 **On Call Contracting Services (OCCS):** See JOC above.
- 4.5.10 **On Call Proposal (OCP):** Contractor's written job proposal for a particular project.
- 4.5.11 **Purchase Order (PO):** City's notice to proceed, indicating acceptance of an OCP.
- 4.5.12 **Contractor's Coefficient:** is 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.
- 4.5.13 **Request for On Call Proposal (RFOCP):** City's brief description of job to be proposed on. RFOCPs expected to cost more than \$3,000 must be in writing. RFOCPs expected to cost \$3,000 or less may be verbal.
- 4.5.14 **RS Means Cost Data/Unit Price Book ("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.

For this solicitation, Contractors shall use the following books in the following order: RS Means Plumbing Cost Data price book, RS Means Facilities Maintenance & Repair Cost Data price book or RS Means Facilities Construction Cost Data price book, published or online version of any of the above listed publications. Either version used must be up to date.

- 4.5.15 **Work Order Number:** A number created in City's SAP software system used to identify a particular RFOCP.
- 4.5.16 **Select Granular Material: General Requirements:** Select granular material consists of materials classified as GW, GP, SW, SP, by ASTM D2487 where indicated. The liquid limit of such material must not exceed 35 percent when tested in accordance with ASTM D4318. The plasticity index must not be greater than 12 percent when tested in accordance with ASTM D4318, and not more than 35 percent by weight may be finer than No. 200 sieve when tested in accordance with ASTM D1140. Provide a minimum coefficient of permeability of 0.002 feet per minute when tested in accordance with ASTM D2434. The granular material maximum size shall be less than ½ inch.
- 4.5.17 **Hard/Unyielding Materials:** Hard/Unyielding materials comprise weathered rock, dense consolidated deposits, or conglomerate materials which are not included in the definition of "rock" with stones greater than 3 inch in any dimension or as defined by the pipe manufacturer, whichever is smaller. These materials usually require the use of heavy excavation equipment, ripper teeth, or jack hammers for removal.
- 4.5.18 **Unstable Material:** Unstable materials are too wet to properly support the utility pipe, conduit, or appurtenant structure.
- 4.5.19 **Topsoil:** Natural, friable soil representative of productive, well-drained soils in the area, free of subsoil, stumps, rocks larger than one inch diameter, brush, weeds, toxic substances, and other material detrimental to plant growth. Amend topsoil pH range to obtain a pH of 5.5 to 7.

- 4.5.20 Satisfactory Materials: Satisfactory materials comprise any materials classified by ASTM D2487 and ASTM D 2321 as GW, GP, SW, and SP. For piping, maximum particle size is ½ inch. The material shall be angular.

#### 4.6 GENERAL REQUIREMENTS:

- 4.6.1 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 and federal and state laws and standards. Ignorance on the part of the Contractor will in no way relieve the Contractor from responsibility.
- 4.6.2 Contractor shall be responsible for obtaining all required permits applicable to performance under any single order placed against this RFCSP. City shall be responsible for the cost of any project required City permits. Contractor shall include all such costs within its OCP.
- 4.6.3 The successful Contractor will be responsible for providing labor, supervision, materials, equipment, transportation, service and the shop facilities necessary to perform high quality work. Contractor will also be responsible for discarding all used materials.
- 4.6.4 Contractor must be knowledgeable in awarded trade discipline and have general knowledge of general construction as it relates to the building structure.
- 4.6.5 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.
- 4.6.6 Contractors are to give "priority" to all City trade service requests.
- 4.6.7 Response times for trade work will be answered within (4) hours of receiving the call by contacting the City Designated Departmental Representative. Contractors will be required to respond by phone within **30 minutes** of receiving an emergency call and respond on site within **1 hour**. The City reserves the right to determine when a call is considered an "emergency". Due to the nature of the City Buildings, Contractor must successfully maintain a staff of qualified personnel available to provide immediate service.
- 4.6.8 Company personnel shall be reachable by cell phone in urgent or emergency situations. The Company shall provide at least two (2) local telephone numbers that may be used to contact the Company or his authorized representative in the event of an urgent or emergency situation after normal business hours.
- 4.6.9 Contractor will be required to complete non-emergency work during normal working hours, unless prior written authorization has been obtained from the City Designated Departmental Representative. City may require Contractor to perform non-emergency work between midnight and 5:00 am CT and on weekends for work that could create interruptions to daily operations.
- 4.6.10 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.
- 4.6.11 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 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.
- 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 items for administrative/management fees will not be accepted by the City.**
- 4.6.12 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.
- 4.6.13 The Contractor shall become familiar with details of the work, verify dimensions in the field, and advise the City of San Antonio point of contact of any discrepancy before performing any work.

- 4.6.14 The Contractor shall obtain all licenses and permits required for the demolition and/or repair work, inspection, testing and disposal of any/all materials indicated for removal and demolition.
- 4.6.15 The Contractor shall restore all areas to the original conditions.
- 4.6.16 The Contractor shall remove and reinstall all landscaping material as necessary to complete the installation of the new lines or repairs of existing lines.
- 4.6.17 The contractor shall protect existing trees and landscape.
- 4.6.18 The Contractor shall protect all property against damage, to include but not limited to dust, fumes, impact, scratching, water, paint, joint compound, power failure, power surges, weather, heavy equipment, and etc. All damages caused by the Contractor, whether to equipment, furniture, roads, landscaping, building components or any other type of property encountered at or near the project site shall be repaired or replaced to match existing and to the satisfaction of the City of San Antonio at no cost to the City of San Antonio.
- 4.6.19 The facilities shall remain occupied throughout repairs. The Contractor shall protect the existing equipment and shall consult with the City of San Antonio staff during the site visit to develop a timeline and plan that accommodates the continued performance of the user's mission function during the repairs.
- 4.6.20 Existing utility services and restrooms shall be maintained in operation during the repairs. Contractor shall not interrupt utilities in occupied facilities unless otherwise permitted by City. Temporary utility services shall be provided according to City of San Antonio requirements. Utility interruptions or outages shall be coordinated with the City Designated Departmental Representative at least 5 working days prior to any planned interruption.
- 4.6.21 The Contractor shall conduct and schedule all work in a manner to cause as little disruption as possible to the existing facilities and operations.
- 4.6.22 No overnight material and equipment storage is available on site. Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- 4.6.23 The Contractor shall ensure that the existing building is maintained weatherproof at all times.
- 4.6.24 Noise, Vibration, and Odors: Contractor shall coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to occupancy with City Designated Departmental Representative. All local, state, and federal safety and environmental requirements, standards, and regulations shall be followed per the Contractor-provided Health and Safety Management Plan.
- 4.6.25 Nonsmoking Inside Buildings: Smoking is not permitted within the buildings or within 25 feet (8 m) of entrances, operable windows, or outdoor air intakes.
- 4.6.26 The Contractor shall have a clean-up operation in effect at all times.
- 4.6.27 All debris, old materials, and trash resulting from the specified work shall be disposed of in an approved landfill by the Contractor. Waste shall not be deposited into City or privately owned trash receptacles, dumpsters, etc. or left at any facility. The 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 done in accordance with safety and environmental regulations. The Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.
- 4.6.28 Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- 4.6.29 Contractor shall perform excavation, tunneling and backfill operations when applicable.
- 4.6.30 Contractor shall remove and reinstall all pavements (driveways, walkways and entrances and other concrete or asphalt material) as necessary to complete the installation of the new lines or repairs of existing lines.
- 4.6.31 Contractor shall remove exiting pavement using a saw cut.
- 4.6.32 Driveways, Walkways, Entrances, and Marina: Keep driveways, entrances, and marina serving premises clear and available to personnel and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

- 4.6.33 Rerouting of traffic shall be kept to a minimum. Temporary road signs and pavement marking shall be used to direct traffic properly when being rerouted. A traffic management plan shall be submitted for City of San Antonio Point of Contact review within 5 working days prior to any scheduled work activity. The traffic management plan shall include detailed drawings of all proposed traffic flow and traffic control to be utilized. All traffic management shall adhere to all City of San Antonio requirements and the Manual for Uniform Traffic Control, the latest published edition.
- 4.6.34 Contractor shall provide a base course under driveways, walkways and entrances with a thickness of 4 to 6 inches, or the way it was found.
- 4.6.35 New concrete sidewalk and entrance shall match existing elevation and grade. Match existing thickness for the new sidewalk and entrance, but not less than 4 inches. Match existing concrete finish.
- 4.6.36 Contractor shall provide barricades, signs, and other safety equipment to protect the public safety.
- 4.6.37 Concrete shall meet ACI standards.
- 4.6.38 Contractor shall identify underground utilities before excavation following American Society of Civil Engineers, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, ASCE38 to Level B.

#### **4.7 SUBMITTALS:**

- 4.7.1 City of San Antonio approval is required for all submittals for work that can be scheduled. For emergency work, provide submittals after the work is completed. The submittals shall include but not be limited to the following items:
  - a) Piping and fittings
  - b) Pipe hangers
  - c) Bolts and rods
  - d) Test Reports
  - e) Embedment Materials to include foundation, bedding, launching, initial backfill, final backfill and/or flowable fill.
  - f) Warning and marking materials
  - g) Joint material
  - h) Base course
  - i) Concrete
  - j) Reinforcement Steel
  - k) Clean out

#### **4.8 MATERIAL AND EQUIPMENT**

- 4.8.1 Materials and equipment shall be standard products of a manufacturer regularly engaged in the manufacture of such products. Materials and equipment shall have been in satisfactory commercial or industrial use for ten years prior to bid opening. The ten-year use shall include applications of equipment and materials under similar circumstances and of similar size. The product shall have been for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the ten year period. Materials and equipment need to be common industry practice.
- 4.8.2 Materials and equipment shall meet applicable standards.
- 4.8.3 **General Installation requirements:**
  - 4.8.3.1 Install pipe and plumbing fixtures in accordance with the manufacturer's printed instructions and applicable codes.
  - 4.8.3.2 Inspect each pipe, fixture, and fitting before and after installation; replace those found defective and remove from site.
  - 4.8.3.3 Piping shall be installed per manufacturer's instructions and applicable codes. Pipe shall be accurately cut and worked into place without springing or forcing. Structural portions of the building shall not be weakened. Changes in pipe sizes shall be made with reducing fittings. Use of bushings will not be permitted except for use in situations in which standard factory fabricated components are furnished to accommodate specific accepted installation practice. Change in direction shall be made with fittings. The center-line radius of bends shall be not less than six diameters of the pipe. Contractor shall not reduce the size of the lines in



the direction of flow.

- 4.8.3.4 Connections between ferrous and non-ferrous copper water pipe shall be made with dielectric unions. Connecting joints between plastic and metallic pipe shall be made with transition fittings for the specific purpose.
- 4.8.3.5 Only use eccentric reducer fittings for sewer line repairs.
- 4.8.3.6 Unless indicated otherwise, provide pipe sleeves meeting the following requirements: Secure sleeves in position and location during repairs. Provide sleeves of sufficient length to pass through entire thickness of walls, ceilings, roofs, and floors. A modular mechanical type sealing assembly may be installed in lieu of a waterproofing clamping flange and caulking and sealing of annular space between pipe and sleeve. The seals shall consist of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and sleeve using galvanized steel bolts, nuts, and pressure plates. The links shall be loosely assembled with bolts to form a continuous rubber belt around the pipe with a pressure plate under each bolt head and each nut. After the seal assembly is properly positioned in the sleeve, tightening of the bolt shall cause the rubber sealing elements to expand and provide a watertight seal between the pipe and the sleeve. Each seal assembly shall be sized as recommended by the manufacturer to fit the pipe and sleeve involved.
- 4.8.3.7 Pipe sleeves passing through floors in wet areas such as mechanical equipment rooms, lavatories, kitchens, and other plumbing fixture areas shall extend a minimum of 4 inches above the finished floor. Unless otherwise indicated, sleeves shall be of a size to provide a minimum of one inch clearance between bare pipe or insulation and inside of sleeve or between insulation and inside of sleeve. Sleeves in bearing walls and concrete slab on grade floors shall be steel pipe or cast-iron pipe. Sleeves in nonbearing walls or ceilings may be steel pipe, cast-iron pipe, galvanized sheet metal with lock-type longitudinal seam, or plastic. Except as otherwise specified, the annular space between pipe and sleeve, or between jacket over insulation and sleeve, shall be sealed as indicated with sealants conforming to ASTM C920 and with a primer, backstop material and surface preparation as specified in manufacture of the joints sealants. The annular space between pipe and sleeve, between bare insulation and sleeve or between jacket over insulation and sleeve shall not be sealed for interior walls which are not designated as fire rated. Sleeves through below-grade walls in contact with earth shall be recessed 1/2 inch from wall surfaces on both sides. Annular space between pipe and sleeve shall be filled with backing material and sealants in the joint between the pipe and concrete or masonry wall as specified above. Sealant selected for the earth side of the wall shall be compatible with damp proofing/waterproofing materials that are to be applied over the joint sealant. Pipe sleeves in fire-rated walls shall conform to the fire stopping requirements.
- 4.8.3.8 Sleeves shall not be installed in structural members, except where indicated or approved. Rectangular and square openings shall be as detailed. Each sleeve shall extend through its respective wall, floor, or roof, and shall be cut flush with each surface, except for special circumstances.
- 4.8.3.9 Installation of pipe hangers, inserts and supports shall conform to MSS SP 58 and MSS SP 69.
- 4.8.3.10 Hangers used to support piping shall be fabricated to permit adequate adjustment after erection while still supporting the load. Pipe guides and anchors shall be installed to keep pipes in accurate alignment, to direct the expansion movement, and to prevent buckling, swaying, and undue strain. Threaded sections of rods shall not be formed or bent.
- 4.8.3.11 Horizontal pipe supports shall be spaced as specified in MSS SP 69 and support shall be installed not over 1 foot from the pipe fitting joint at each change in direction of piping. Pipe supports shall be spaced not over 5 feet apart at valves. Operating temperature to determine hanger spacing for PVC pipe shall be 120 degrees F. Horizontal pipe runs shall include allowances for expansion and contraction. Hangers and supports for plastic pipe shall not compress, distort, cut or abrade the piping, and shall allow free movement of pipe except where otherwise required in the control of expansion/contraction.
- 4.8.3.12 Installation of fixtures for use by people with disabilities shall be in accordance with the Americans with Disability Act, as amended and applicable codes.
- 4.8.3.13 Utility Trench:
  - a) Provide proper facilities for lowering sections of pipe into trenches. Lay non-pressure pipe with the bell ends in the upgrade direction. Adjust spigots in bells to give a uniform space all around. Blocking or wedging between bells and spigots will not be permitted. Replace by one of the proper dimensions,

- pipe or fittings that do not allow sufficient space for installation of joint material.
- b) At the end of the each work day, close open ends of pipe temporarily with wood blocks or bulkheads.
  - c) Provide batter boards not more than 25 feet apart in trenches for checking and ensuring that pipe invert elevations are as indicated. Laser beam method may be used in lieu of batter boards for same purpose.
  - d) Branch connections shall be made by use of regular fittings or solvent cemented saddles as approved. Saddles for PVC pipe shall conform to Table 4 of ASTM D 3034.
  - e) Conduct work so that there is minimum interruption of service on existing line.
  - f) Installation shall meet the manufacture installation requirements.
  - g) Excavate trenches as recommended by the manufacturer of the pipe to be installed. Slope trench walls below the top of the pipe, or make vertical, and of such width as recommended in the manufacturer's printed installation manual.
  - h) Removal of Unstable Material: Where unstable material is encountered in the bottom of the trench, remove such material to the depth directed and replace it to the proper grade with select granular material. When removal of unstable material is required due to Contractor's fault or neglect in performing the work, Contractor is responsible for excavating the resulting material and replacing it without additional cost to the City of San Antonio.
  - i) Contractor shall use flowable fill to replaced excavated soil and to backfill trenches under the buildings and pavement. Bedding, initial backfill and satisfactory material and top soil shall be used outside the building perimeter.
  - j) Bedding and Initial Backfill: Provide bedding of the type and thickness recommended by the pipe manufacture. Use bedding material for initial backfill. Place initial backfill material and compact it with approved tampers to a height of at least one foot above the building sewer. Bring up the backfill evenly on both sides of the pipe for the full length of the pipe. Take care to ensure thorough compaction of the fill under the haunches of the pipe.
  - k) Final Backfill: Fill the remainder of the trench up to the point to receive top soil with satisfactory material.
  - l) On areas to receive topsoil, prepare the compacted subgrade soil to a 2 inch depth for bonding of topsoil with subsoil. Spread topsoil evenly to a thickness of 4 inches and grade to the existing elevations and slopes. Do not spread topsoil when frozen or excessively wet or dry.

#### 4.9 TEST AND INSPECTION:

- 4.9.1 The contractor shall test the new lines per the requirement of International Plumbing Code 2012 or latest publication and the City of San Antonio requirements.
- 4.9.2 Inspect pipe by the use of television cameras passed through the pipe. If, in the judgment of the CCDO staff, the interior of the pipe shows poor alignment or any other defects that would cause improper functioning of the system, replace or repair the defects as directed at no additional cost to the City of San Antonio.
- 4.9.3 Test for non-pressure lines: Check each straight run of pipeline for gross deficiencies by holding a light in a manhole: it shall show a practically full circle of light through the pipeline when viewed from the adjoining end of line. When pressure piping is used in a non-pressure line for non-pressure use, test this piping as specified for non-pressure pipe.
- 4.9.4 After all system components are provided and operational testes are complete, the domestic hot- and cold water distribution system and service line shall be disinfected. Before introducing disinfecting chlorination material, the system shall be flush with potable water until any entrained dirt and other foreign materials have been removed.
- 4.9.5 To ensure consistent quality of the work being performed, the City Designated Departmental Representative will perform periodic inspections of plumbing systems to ensure compliance with the contract specifications. Inspections may be made by the City at any time to confirm that work performed meets specifications. If corrective work is required, the City will provide a written list of items and the Contractor shall correct deficiencies as directed. If deficiencies are not corrected in a timely manner, the City may perform the work using others and deduct the cost from the Contractor's payment.

#### 4.10 ON-CALL CONTRACTING SERVICES (OCCS) PROCESS:

With the exception of emergencies, any trade related work required by the City under this contract shall be ordered through the issuance of a Purchase Order (PO), 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 is subject to applicable payment bond requirements for a purchase order in excess of \$50,000 and applicable performance bond requirements for a purchase order in excess of \$100,000.**

- 4.10.1 **Request for Service:** As a need for services is identified, a designated City Designated Departmental 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. 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 more than \$3,000 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. 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 contact the City Designated Departmental Representative or designee to further define the work requirement or coordinate a job site visit.
- 4.10.2 **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 Designated Departmental Representative or designee. Failure to provide an OCP after a Request for Service shall be a breach of this contract. OCPs shall be submitted to the City at no cost.

OCPs shall include, at a minimum, the following information:

- City's Work Order Number
- Contract Number
- Vendor Number
- Name and location of building or site;
- Description of proposed services;
- Estimated duration of project
- Proposal cost by line item and RS Means source publication;
- Itemized list of parts/materials;
- Bare material (without Overhead or Profit) with delivery to job site;
- Estimated labor hours, including Normal Working Hours and Overtime Working Hours, if authorized;
- Unit Price Book's Construction Specification Institute (CSI) Master Format Classification Number per line item;
- Coefficient multiplier indicating discount to City
- **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);
- Permit requirements and fees (if applicable);
- Proposed traffic control method required (if applicable); and
- Property damage required to complete work (i.e. - wall cutouts, carpet removal, asphalt or concrete removal, etc.) and proposed repair methods (if applicable).
- Time shall be based on actual time spent on the job site(s).

OCPs shall not include (and will not be accepted by the City) the following information:

- Travel / Trip charges to and from the job site.
- Fuel surcharges
- Parking charges
- Line(s) items for administrative/management fees.

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 applicable Contractor's Coefficient (from Price Schedule of this RFCSP) to reach final pricing. If the specific job item is not listed in any R.S. Means Cost Data publications, then the price will be determined through selected Respondent's discount off of suggested retail price.

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

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.

- 4.10.3 **Purchase Order (PO):** Upon receipt of the OCP, the City Designated Departmental 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 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.

#### **4.11 SCHEDULING OF WORK:**

- 4.11.1 The first day of performance shall be the effective date specified in 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, unless in response to an emergency.
- 4.11.2 Contractor shall provide the City Designated Departmental Representative or designee a schedule indicating the date and time personnel will be at a particular facility to perform work. This schedule must be provided PRIOR to arrival at any facility.
- 4.11.3 Time is of the essence in completing each project. Contractor shall diligently prosecute 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.
- 4.11.4 When Contractor considers the work to be complete and ready for its intended use, Contractor shall notify the City Designated Departmental Representative.
- 4.11.5 Contractor must ensure that the purchase, delivery and storage of materials and equipment are made without interference to the City operations and personnel.
- 4.11.6 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 in 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 in the original location, the City shall designate alternate location(s) for placement.
- 4.11.7 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 must be submitted to the City for approval prior to the commencement of work.
- 4.11.8 All unique requirements and or regulations for each location shall be strictly followed by Contractor and Contractor's employees. PRIOR to performing any work, Contractor's personnel shall contact the City Designated Departmental Representative or designee informing them of their presence and purpose of visit as stated in the PO.
- 4.11.9 Contractor must at all times keep the site, including storage areas, if provided, 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.
- 4.11.10 Extensions of time for work that cannot be completed within the mutually agreed upon time frame must be approved in advance by the City Designated Departmental Representative, or designee. The City Designated Departmental Representative or designee reserves the right to terminate the PO with Contractor and solicit outside quotes if the required time frame cannot be met.

#### **4.12 WARRANTY:**

- 4.12.1 **GENERAL 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.

- 4.12.2 **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.
- 4.12.3 **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 City Designated Departmental Representative or designee with all manufacturers' warranty documents upon completion of service prior to leaving the job site.
- 4.12.4 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 – Termination. 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.

#### 4.13 REQUIREMENTS FOR INVOICES:

- 4.13.1 Contractor shall submit invoices in accordance to 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:
- a) Copy of Contractor's OCP
  - b) Proof of City Permit Fees Paid (if applicable)
  - c) City's Work Order number and Purchase Order number

**A courtesy duplicate invoice shall also be forwarded directly to the Facilities Maintenance Manager.**

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.

Emergency services - Contractor shall bill for Emergency services requested 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 WORK HOURS:

- 4.14.1 Normal Working Hours: Normal Working Hours are defined as Monday – Friday, 7:45 AM to 4:30 PM CT, exclusive of City recognized Holidays.
- 4.14.2 Overtime Work Hours: Overtime Work Hours are defined as Monday through Friday 4:31 PM to 7:44 AM CT, all day on weekends and on City recognized holidays.
- 4.14.3 All work shall be coordinated with the respective CDDR or designee to ensure building access and the least amount of disruption to the building occupants at all locations.

#### 4.15 BUILDING RESTRICTIONS:

- 4.15.1 **ACCESS:** Contractor shall make prior arrangements with the CDDR for access to the building(s) to perform the services and obtain temporary COSA access ID badges, if necessary.

- 4.15.2 **IDENTIFICATION:** Contractor's and subcontractors' personnel shall present a professional appearance and be readily identifiable to City staff when called out, to perform work under this contract. Contractor shall have the following:
- a. Vehicle(s) with Contractor's Logo
  - b. Contractor Uniforms or Company Logo Apparel. Contractor shall ensure personnel 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 ID badges which contain the company's name and employee's name. Contractor's uniforms shall be clean, unstained, well-fitting, and in good order. 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.
  - c. ID Badges. Contractor shall ensure its 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. At a minimum, badges shall contain name of Contractor, the name technician and name of subcontractor performing the work (if different).
- 4.15.3 **PARKING:** Contractor shall make arrangements with the CDDR prior to off-loading any tools and/or equipment at the job site. Contractor shall park only in spaces assigned by the CDDR.
- 4.15.4 Contractor shall park only in designated parking spaces when performing services at any location. Contractor shall park vehicle and equipment legally and pay all associated costs for parking, if applicable. The City will not be responsible for any violations, fines, or tickets incurred by Contractor.
- 4.15.5 **RESTROOMS:** Restrooms shall not be used for washing of tools and equipment.
- 4.15.6 **SECURITY:** Contractor shall provide a list of all Contractor personnel or subcontractors that shall be performing work at each job site and Contractor or subcontractors personnel shall comply with all security measures and protocols required by the City. Contractor personnel and subcontractor shall follow all required security standards and procedures to gain access into the facilities.

#### 4.16 UNSATISFACTORY PERFORMANCE:

- 4.16.1 Unsatisfactory performance may result in a negative Contractor performance report. City may consider the following performance by the Contractor as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:
- 4.16.2 "Call Backs" to correct the previous services.
- 4.16.3 Contractor personnel assigned to perform services on this contract do not have the skills or knowledge to troubleshoot and diagnose the problem or perform the required services.
- 4.16.4 Contractor does not provide submittals as required by the solicitation.
- 4.16.5 Contractor does not complete the work as required by the solicitation.
- 4.16.6 Contractor does not provide invoices as required by the solicitation.
- 4.16.7 Contractor does not meet the project schedules as required by the solicitation.
- 4.16.8 Contractor does not meet performance requirements as required by the solicitation.
- 4.16.9 Contractor does not meet contract and City Department meeting requirements as required by the solicitation.
- 4.16.10 Contractor does not meet documentation requirements as required by the solicitation.
- 4.16.11 Parts, maintenance procedures, and workmanship provided by Contractor shall be those as recommended by the manufacturer of the Equipment, and professional trade standards. Failure of Contractor to produce quality services under the terms established in this specification and scope of work may result in the termination of the contract by City.

4.16.12 Contractor does not have and/or demonstrate an effective and efficient Quality Control Program as required by the solicitation.

**4.17 DELIVERY, STORAGE AND HANDLING REQUIREMENTS:**

4.17.1 Material shall be delivered to the job site by Contractor and the quantity shall be sufficient to provide services.

4.17.2 Material shall be protected from the environment and secured to prevent theft and/or vandalism.

4.17.3 Contractor shall not store Material, Parts or components in the mechanical rooms without written authorization from the CDDR.

**4.18 SERVICES AND RESPONSE TIME:**

4.18.1 Contractor shall maintain the services of a professionally staffed telephone answering system so that immediate and continuous contact on a 24 hours per day, 7 (seven) days per week and 365 days per year basis can be made. Answering service personnel shall be employed by Contractor. Answering machines are not acceptable.

4.18.2 Contractor shall provide a point of contact (name and phone number) to be available 24/7 including weekdays, weekends, and holidays.

4.18.3 Contractor shall provide names and phone numbers of the technicians providing the services and ticket number or service number.

**4.19 CRIMINAL BACKGROUND CHECKS:**

4.19.1 Contractor is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. Contractor shall retain all employee records, including any criminal background checks, for the retention period stated in section 006-General Terms and Conditions.

4.19.2 Contractor shall remove an employee from service under this contract should Contractor become aware that the employee has been convicted of a crime as described below.

4.19.3 Contractor is responsible for any costs incurred in conducting criminal background checks.

4.19.4 Contractor will be providing services under this contract for facilities with access to Criminal Justice Information Services (CJIS). Persons with any of the criminal histories shown below are not allowed unescorted access to CJIS Facilities. Since City staff have their own responsibilities, Contractor's employees providing services to CJIS facilities must pass this criminal background check to provide services in these locations.

- a) Felony conviction – permanent disqualifier
- b) Felony deferred adjudication – permanent disqualifier
- c) Class A misdemeanor conviction – permanent disqualifier
- d) Class A misdemeanor deferred adjudication – permanent disqualifier
- e) Class B misdemeanor conviction – disqualifier for ten (10) years
- f) Class B misdemeanor deferred adjudication – disqualifier for ten (10) years
- g) Open arrest for any criminal offense (felony or misdemeanor) – disqualifier until disposition
- h) Family violence conviction – permanent disqualifier

4.19.5 CJIS Facilities. CJIS Facilities within this contract are: Emergency Dispatch Center (PSAP), Emergency Operations Center (EOC), Frank Wing Building (Municipal Courts), Police Training Academy, Public Safety Headquarters (PSHQ), and SAPD Property & Evidence Facility.

4.19.6 Security Addendum for Criminal Justice Information Services (CJIS). Contractor will 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 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. Agency shall comply with the Policy and shall execute the CJIS Security Addendum attached to this agreement. Contractor's employees or agents who are subject to the Policy will be required to sign a Contractor Employee Certification and be finger printed. All costs associated

with compliance of the CJIS Policy shall be borne by the Contractor. Contractor shall comply with any changes made to the security requirements by law. Refer to Attachment K – CJIS Addendum.

- 4.19.7 Contractor shall ensure Contractor's employees make an appearance at the ID Unit at SAPD Headquarters at 315 S. Santa Rosa, San Antonio, Texas to fill out and submit a Fingerprint Application Form to initiate a background check. Contractor shall ensure Contractor's employees pass a criminal background check and complete CJIS Level 1 Training prior to starting work at CJIS Facilities under this contract.



## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term:

The Original Contract Term will not exceed a period of two (2) years. This contract shall begin upon the effective date of the ordinance awarding the contract and terminate September 30, 2022, or on the second anniversary of the effective date, whichever is sooner.

### Renewals:

At City's option, this Contract may be renewed under the same terms and conditions for three (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.

### Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing proposed under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.

If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

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 Finance Department, which shall be clearly labeled **"ANNUAL CONTRACT FOR ON-CALL PLUMBING SERVICES – CITY WIDE"** 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 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:

TYPE	AMOUNTS
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 d. Contractual Liability e. Independent Contractors f. Damage to property rented to you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage must be on a per project aggregate.

4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence
5. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
6. Environmental Liability –(Contractor’s Pollution Liability (Claims-made coverage)	\$1,000,000 per occurrence;  \$2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation.

- 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. Contractor 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. 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.

Proposal (Bid) Bonds:

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 \$1,000.00. The Bid Bond shall be valid for 120 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 Respondent 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. Respondents must mail the Bid Bond to the address below PRIOR to bid opening:

Finance Department, Purchasing Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Mark Envelope to read: "ANNUAL CONTRACT FOR ON-CALL PLUMBING SERVICES – CITY WIDE"

RFCSP 20-056, RFx No.: 6100012553

Respondent's Name and Address

Payment Bond:

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one (1) year period. 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. This bond must be executed and delivered to City prior to commencement of work under this contract. Contractor is required to maintain the bond's value for the life of the contract, by supplementing the bond or providing a new one, as may be required, in the event of a draw. In addition, for any repairs exceeding the bond's value, Contractor must supply a supplemental Payment Bond, meeting the same requirements herein, to cover the incremental increase between this bond's value and the cost of the repair.

Performance Bond:

Contractor shall provide a performance bond 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 State Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. 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. 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. This bond must be executed and delivered to City prior to commencement of work under this contract.

Prevailing Wage Rates: The Provisions of Chapter 2258 of the Texas Government Code are 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 I.

Contractor shall keep records as provided for by section 2258.024 of the Texas Government Code for the duration of the contract and for the records retention period indicated in Section 006-General Terms & Conditions.

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, Qualifications

Attachment A – Part Three – Proposed Plan

Attachment B – Price Schedule

Attachment C – Contracts Disclosure Form

Attachment D – Litigation Disclosure Form

Attachment E – Small Business Economic Development Advocacy (SBEDA) Program

Attachment F – SBEDA Utilization Plan Commitment Form

Attachment G – Veteran-Owned Small Business (VOSB) Preference Program Tracking Form

Attachment H – Certificate of Interested Parties (Form 1295)

Attachment I – Prevailing Wages

Attachment J – Working with COSA – Keys to Faster Payments

Attachment K – Criminal Justice Information Services (CJIS) Addendum

Attachment L – City Holidays and Closures

Attachment M – Proposal Checklist

Attachment N – Small Business Economic Development Advocacy (SBEDA) Program Presentation

Attachment O – Pre-Submittal Agenda

## 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:

**Invoice Submissions.** City requires all original first time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

[accounts.payable@sanantonio.gov](mailto:accounts.payable@sanantonio.gov)

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, 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: In order to comply with Texas law governing purchases made by municipalities, the following rules shall 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.

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:**

**VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of 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 VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, 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 VENDOR 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. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.**

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. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR 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.

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this bid and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting a bid, Bidder warrants and certifies, and a contract awarded pursuant to this RFCSP is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous bid or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the bid or terminate the Contract for material breach.

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 III.C.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.

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.

Prohibition on Contracts with Companies Boycotting Israel

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited: Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

Attorney's Fees: The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees

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, addendums, purchase orders, and exhibits, if any, and Respondent'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 Respondent'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, 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.

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 DEFINITIONS

**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 Proposal – 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.

City Designated Departmental Representative (CDDR) – the facilities maintenance manager or coordinator for the respective City department.

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

Respondent - 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 Finance 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 Respondent to protect the City against loss due to the Respondent’s failure to pay suppliers and subcontractors.

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

Performance Deposit - security provided by the Respondent to protect City against loss due to the Respondent’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 Respondent, 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.

**009 - ATTACHMENTS  
ATTACHMENT A, PART ONE**

**GENERAL INFORMATION**

**1. Respondent Information:** Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: \_\_\_\_\_

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Email address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: \_\_\_\_\_

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_

Partnership

Corporation

If checked, check one:

For-Profit

Nonprofit

Also, check one:

Domestic

Foreign

Other If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

Job Title: \_\_\_\_\_

(NOTE: This RFCSP solicits proposals to provide services under a contract which has been identified as "High Profile." Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide address of office from which this project would be managed:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List Related Companies:

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2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes \_\_\_ No \_\_\_

4. Is Respondent registered with the Texas Secretary of State?

Yes \_\_\_ No \_\_\_ If "Yes", provide your registered filing number associated with your registration. The filing number is the unique 10-digit number assigned by the Secretary of State (SOS) to each business organization, name, registration, or name reservation filed with the SOS.

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5. Where is the Respondent's corporate headquarters located (City, State, and Physical Address)?

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6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes \_\_\_ No \_\_\_ If "Yes", respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office?

Years \_\_\_\_\_ Months \_\_\_\_\_

- b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes \_\_\_ No \_\_\_ If "Yes", respond to c and d below:

- c. How long has the Respondent conducted business from its Bexar County office?

Years \_\_\_\_\_ Months \_\_\_\_\_

- d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes \_\_\_ No \_\_\_ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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**8. Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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**9. Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes \_\_\_ No \_\_\_ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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**10. Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

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**11. Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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**REFERENCES**

**Provide three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to, similar to those contained within the Scope of this RFCSP, within the past three (3) years.** The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below for the references you have submitted.

<b>Reference No. 1</b>		
Firm/Company Name		
Contact Name:		Title:
Address:		
City:	State:	Zip Code:
Telephone No:		Fax No:
Date and Description of Service(s) Provided:		
Email Address:		
<b>Reference No. 2</b>		
Firm/Company Name		
Contact Name:		Title:
Address:		
City:	State:	Zip Code:
Telephone No:		Fax No:
Date and Description of Service(s) Provided:		
Email Address:		
<b>Reference No. 3</b>		
Firm/Company Name		
Contact Name:		Title:
Address:		
City:	State:	Zip Code:
Telephone No:		Fax No:
Date and Description of Service(s) Provided:		
Email Address:		

## ATTACHMENT A, PART TWO

### EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past four (4) years. Identify associated results or impacts of the project/work performed and provide summary of equipment that were maintained by the vendor.
2. For evaluation purposes, Contractor shall submit a list of service contracts within the last ten (10) years.
  - a. Respondents shall submit, for evaluation purposes, history of service contracts, businesses organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
3. Describe Respondent's specific experience with public entities, and large municipalities with contracts of similar scope. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past. Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors) and the Veteran-Owned Small Business Preference Program participation. Provide detailed information of joint venture's and/or sub-contractors responsibility within the contract.
6. Describe Respondent's experience with RS Means. Include years' experience, training, books available for use, and the number of clients with whom you use RS Means for pricing. Identify the staff member that will prepare City OCPs, if awarded the contract. Include the staff member's individual experience with RS Means.
7. Provide Respondent's technicians' certifications and/or licenses that demonstrate plumbing staff meets the journeyman license requirements for the State of Texas, United Association of Journeymen and the Apprentices of the Plumbing; National Inspection, Testing and Certification Corporation Journey Level Plumber, and/or comparable requirements of other organizations. Provide a copy of valid Plumbing Masters License issued by the Texas State Board of Plumbing Examiners, and confirmation of registration with the City of San Antonio, through its Development Services Department for each staff member, which will be dedicated to this contract.
8. Provide documentation certifying technicians are OSHA work environment certifications, and chemical usage safety training.
9. Additional Information: Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit the following items.

1. **Staffing Plan** – Describe Respondent's Staffing Plan on providing trade services; include a job description for each position that is included in the Staffing Plan. Indicate which, if any, positions, Respondent is planning to fill with current, experienced qualified local service employees to perform work. Include work hours and number of employees scheduled during the work hours, and problem resolution with staff scheduling.
2. **On Call Management Plan** – Describe how Contractor will provide consistently reliable service. Include the following:
  - a. Process for receiving and responding to OCCS requests to include both emergency and non-emergency notifications.
  - b. Include plan for providing "priority" trade repair service to the City.
  - c. Include plan to successfully meet response times for emergency and non-emergency calls.
  - d. Provide samples of OCCS related documents that Respondent proposes to utilize. Sample documents shall include, but not limited to, an On Call Proposal (OCP) as described in the Scope of Services section and invoices.
  - e. Provide Respondent's procedure for notifying the City regarding project delays.
  - f. Describe proposed procedures for processing change orders.
3. **Identification Plan** – Describe Respondent's plan for ensuring that vehicles and uniforms clearly identify company name as well as plan for meeting employee ID badge requirements.
4. **Safety Plan** – Describe Respondent's safety plan. Said plan must address all aspects of the Respondent's safety procedures including responsibility for OSHA compliance, drug testing, trend analysis, corrective action and interface with City inspectors.
5. **Quality Assurance/Quality Control (QA/QC) Plan** – Describe Respondent's QA/QC Plan to include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with City, and control of subcontractors' performance, if any. Describe your existing customer service program, how you would monitor customer satisfaction, how complaints will be resolved and your plan for quality control. Include a copy of Respondent's Standard Operating Procedures (SOP).
6. **Training Plan** – Describe training and instruction programs that Respondent will provide to its employees working on OCCS projects. Describe how Respondent and individuals assigned will meet the OCCS requirements.
7. **Communication Plan** – Describe contract administration/communication procedures. Discuss lines of communications and interaction with City staff and others.
8. **Additional Information** – Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

**ATTACHMENT B  
PRICE SCHEDULE**

As indicated in Section 004 - SPECIFICATIONS / SCOPE OF SERVICES, 4.5. Definitions, the following definitions may be referenced for the purpose of providing Contractors' Coefficients:

- **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.
- **Normal Working Hours:** Normal working hours are defined as Monday – Friday, 7:00 AM to 4:30 PM CT, exclusive of City authorized Holidays.
- **Overtime Working Hours:** Overtime work hours are defined as Monday – Friday, 4:31 PM to 7:44 AM CT, all day Saturday and Sunday, and City authorized Holidays.
- **Contractor's Coefficient:** is 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.
- **RS Means Cost Data/Unit Price Book ("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.

For this solicitation, Contractors shall use the following books in the following order: RS Means Plumbing Cost Data price book, RS Means Facilities Maintenance & Repair Cost Data price book or RS Means Facilities Construction Cost Data price book, published or online version of any of the above listed publications. Either version used must be up to date.

Items A, B, and C shall be the Contractor's Coefficient to be applied to RS Means Unit Price Book services anticipated to be accomplished for each individual Request for On Call Proposal (RFOCP), On Call Proposal (OCP), and/or Purchase Order (PO). The Contractor's Coefficient shall be a flat rate of discount or mark-up to the rates listed in the RS Means Unit Price Book that is current at time of the RFOCP, OCP, and/or PO. The multiplier is used to provide a discount (number less than 1) or mark-up (number greater than 1) on the material and labor costs for performing the work.

**SAMPLE PRICE SCHEDULE: The coefficients listed in this table are samples only and are not representative of suggested pricing by the City. Respondents are responsible to submit a proposal response based upon on the scope of work and terms and conditions of RFCSP 6100012553.**

A. Contractor's Coefficient: Normal Working Hours	<b>0.75</b>
B. Contractor's Coefficient: Overtime Working Hours	<b>1.50</b>
C. Contractor's Coefficient off Suggested Manufacturer's Retail Price for Parts & Equipment	<b>0.85</b>

For example, based upon the sample coefficients in the table above, if on-call plumbing services are required then the cost mark up or discount is calculated as such:

- a. **Item A:**  
 RS Means Cost Data Catalog value = **\$5.00**  
 Contractor's Coefficient: Normal Working Hours = **0.75**  
 Total Cost to City =  $\$5.00 \times 0.75 = \$3.75$
- b. **Item B:**  
 RS Means Cost Data Catalog value = **\$5.00**  
 Contractor's Coefficient: Overtime Working Hours = **1.50**  
 Total Cost to City =  $\$5.00 \times 1.50 = \$7.50$
- c. **Item C:**  
 RS Means Cost Data Catalog value = **\$5.00**  
 Contractor's Coefficient off of Manufacturer's Suggested Retail Price = **0.85**  
 Total Cost to City =  $\$5.00 \times 0.85 = \$4.25$

Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment, transportation, bonds, insurance, including taxes, overhead and profit to perform all services necessary and required for the On Call Contracting Services (OCCS). Work requirements shall be specified in individual RFOCP, OCP and/or PO.

A. Contractor's Coefficient: Normal Working Hours	_____
B. Contractor's Coefficient: Overtime Working Hours	_____
C. Contractor's Coefficient off Suggested Manufacturer's Retail Price for Parts & Equipment *Vendor shall provide invoice for validation.	_____

1. The RS Means **City Cost Indexes (CCI)** coefficient for San Antonio, TX (from the RS Means Cost Data Catalog) shall be applied to the RS Means Cost Data Unit Price Book. This section is for services anticipated to be accomplished during normal working hours.
2. Contractor's Coefficient is to be applied to RS Means Unit Price Book services anticipated to be accomplished during both normal working hours and overtime working hours.
3. The actual pricing for work performed under this contract will be based on the unit rates contained in the Unit Price, including applicable coefficients adjustments as set forth above, and the quantities mutually agreed to by Contractor and City prior to the issuance of a PO. Contractor's Coefficient shall be firm for the duration of the Contract and each optional year. The RS Means prices contained in the Unit Price Book will be replaced with the unit prices in the most current RS Means Cost Data Book.
4. For those job items not listed in the specified R.S. Means Cost Data Book, pricing shall be determined by applying the same coefficient other applicable current R.S. Means publications however, 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 suggested retail price.

**PROMPT PAYMENT DISCOUNT:**

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_ days (if no discount is offered, Net 30 will apply.)

Prompt Payment Discount. City shall take Respondent's offered prompt payment discount into consideration in scoring Respondent's Coefficient. However, the City reserves the right to reject a discount if the percentage is too low to be of value to the City, all things considered. The 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 also to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may also reject the discount and pay within the 30 day period, at the City sole option.

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

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

**ATTACHMENT C**  
**CONTRACTS DISCLOSURE FORM**

Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded at: <https://www.sanantonio.gov/Portals/0/Files/eforms/Atty/ContractsDisclosureForm.pdf>

Instructions for completing the Contracts Disclosure form are listed below: (Complete all fields. Note: All fields must be completed prior to submitting the form. Place filled form in bid package per check list.)

1. Download form and complete all fields. All fields must be completed electronically prior to submitting the form.
2. All respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
  - a. Names of the agency board members and executive committee members,
  - b. List of positions they hold as an individual or entity seeking action on any matter listed:
    - i. The identity of any individual who would be a party to the transaction;
    - ii. The identity of any entity that would be a party to the transaction and the name of;
      1. Any individual or entity that would be a subcontractor to the transaction;
      2. Any individual or entity that is known to be a partner or a parent entity that is anticipated to be involved in the execution of the transaction; and
      3. The board members, executive committee members, and officers of entities listed above; and
    - iii. The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
  - c. Names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

**NOTE: it is recommended not to use Chrome browser to access this form. If you have difficulty accessing please contact the Staff Contact Person identified on the Title page of this RFCSP**

**ATTACHMENT D  
LITIGATION DISCLOSURE FORM**

**Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.**

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes

No

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes

No

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes

No

**If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**



**ATTACHMENT E**

**SMALL BUSINESS ECONOMIC DEVELOPMENT  
ADVOCACY (SBEDA) PROGRAM**

**Posted as a separate document**

**ATTACHMENT F**

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM UP COMMITMENT FORM**

**Posted as a separate document**

## ATTACHMENT G

### VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

**For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached separately from this solicitation.**

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

## ATTACHMENT H

### Certificate of Interested Parties (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It 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 and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g RFX 6100012553, or RFCSP 6100012553).**

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

**ATTACHMENT I**  
**Prevailing Wage Rates**

"General Decision Number: TX20200231 02/14/2020

Superseded General Decision Number: TX20190231

State: Texas

Construction Type: Building

County: Bexar County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	02/14/2020

ASBE0087-014 01/01/2018

Rates Fringes

ASBESTOS WORKER/HEAT & FROST  
INSULATOR (Duct, Pipe and  
Mechanical System Insulation).....\$ 22.72 10.02

BOIL0074-003 01/01/2017

Rates Fringes

BOILERMAKER.....\$ 28.00 22.35

ELEC0060-003 06/01/2019

Rates Fringes

ELECTRICIAN (Communication  
Technician Only).....\$ 22.55 9%+5.45

\* ELEC0060-004 06/01/2019

Rates Fringes

ELECTRICIAN (Excludes Low  
Voltage Wiring).....\$ 28.60 18%+5.45

\* ELEV0081-001 01/01/2020

Rates Fringes

ELEVATOR MECHANIC.....\$ 41.90 34.765

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

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 ENGI0450-002 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Cranes.....	\$ 34.85	9.85

-----  
 IRON0066-013 06/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 22.70	6.73

-----  
 IRON0084-011 06/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 24.42	7.12

-----  
 PLUM0142-009 08/07/2019

	Rates	Fringes
HVAC MECHANIC (HVAC Electrical Temperature Control Installation Only).....	\$ 30.25	13.36
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 30.25	13.36

PIPEFITTER (Including HVAC Pipe Installation).....	\$ 31.05	13.76
Including HVAC Pipe Installation		
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 31.05	13.76
Excludes HVAC Pipe Installation		

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SFTX0669-002 04/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.53	21.27

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SHEE0067-004 06/01/2019

	Rates	Fringes
Sheet metal worker Excludes HVAC Duct Installation.....	\$ 26.81	16.80
HVAC Duct Installation Only.	\$ 26.81	16.80

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SUTX2014-006 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 22.15	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 17.83	0.00
CARPENTER (Form Work Only).....	\$ 13.63	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 16.86	4.17



CAULKER.....	\$ 15.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 22.27	5.30
DRYWALL FINISHER/TAPER.....	\$ 13.81	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.18	0.00
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.39	3.04
IRONWORKER, REINFORCING.....	\$ 12.27	0.00
LABORER: Common or General.....	\$ 10.75	0.00
LABORER: Mason Tender - Brick...	\$ 11.88	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00	0.00
LABORER: Pipelayer.....	\$ 11.00	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 8.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.98	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.00	0.00
OPERATOR: Bulldozer.....	\$ 14.00	0.00
OPERATOR: Drill.....	\$ 14.50	0.00

OPERATOR: Forklift.....	\$ 12.50	0.00
OPERATOR: Grader/Blade.....	\$ 23.00	5.07
OPERATOR: Loader.....	\$ 12.79	0.00
OPERATOR: Mechanic.....	\$ 18.75	5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.07	0.00
ROOFER.....	\$ 12.00	0.00
TILE FINISHER.....	\$ 11.32	0.00
TILE SETTER.....	\$ 14.94	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

ATTACHMENT J  
WORKING WITH COSA – KEYS TO FASTER PAYMENT



## CITY OF SAN ANTONIO

### *Working with COSA ---- Keys to faster payments*

Welcome to doing business with the City of San Antonio (COSA)! We appreciate our suppliers and vendors and offer the following guidelines to ensure we are in the best position to process your payments quickly and timely:

- ❖ COSA works on a Purchase Order (PO) system. It is the vendor's responsibility to obtain a valid Purchase Order from the ordering department each time an order is placed.
  - The PO number is required to be included on all invoices and should be included on shipping documents where possible.
  - City PO numbers begin with "45" or "80" and are 10 digits in length.
  - Invoices received without a valid PO number are subject to return for correct billing.
  - Payment date is determined from the later of: date of receipt of goods/service or the date of receipt of a valid invoice by the City plus the number of days/ payment terms agreed to in the contract.
  - PO's are issued for a specific quantity and/or dollar value. Vendors should fill orders up to that amount and have a method of tracking when the PO value has been met. When the PO is complete, the vendor should contact the ordering City Department for a new PO number before further goods or services are provided.
  - Please ensure your invoice billing is in the same quantity and net price values as the bid. The PO will be set up per the contract and the invoicing must match the detail on the PO.
- ❖ It is our policy to not make manual corrections to invoices. Most City contracts do not allow miscellaneous charges, delivery charges and other surcharges.
  - Credit memos will be accepted to offset pricing issues.
  - Other erroneous items included may result in rejection of the invoice and will require a new, correct invoice.
- ❖ Original invoices and monthly statements should be submitted directly to Accounts Payable: Please ensure you have rules in place in your system that will prevent unauthorized requests to change the billing address.

**By Mail:**

City of San Antonio  
Finance Department / Accounts Payable  
P.O. Box 839976  
San Antonio, TX 78283-3976

**By Delivery service:**

City of San Antonio  
Finance Department / Accounts Payable  
111 Soledad, 4<sup>th</sup> Floor  
San Antonio, TX 78205

**By Electronic submission:** .pdf format is required. Please ensure each invoice is submitted as a separate file and each file name is a unique identifier (no file should have the same name as another file being submitted). Multiple files may be sent on one e-mail.

[Accounts.Payable@sanantonio.gov](mailto:Accounts.Payable@sanantonio.gov)

Original, first time submission invoices only

[apteam@sanantonio.gov](mailto:apteam@sanantonio.gov)

Statements & status inquiries

**Please note:** Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the vendor to Accounts Payable using this e-mail address. You may courtesy copy departmental personnel on the e-mail if requested.

- ❖ At a minimum, all invoices should include the following fields and information:
  - Vendor name, address and phone number
  - dba name (if applicable)
  - Remit address for payments (if applicable)
  - Ship to name and address
  - Invoice number – ensure it is a unique number for each invoice
  - Invoice date
  - Purchase Order number
  - Payment terms including discounts or retainage terms
  - Line item detail for each item ordered including quantity, unit price, total
  - Total invoice amount.
  
- ❖ Please ensure COSA receives a legible invoice, the original white or top copy, no colored paper please.
  
- ❖ The City is sales tax exempt. Please ensure your system is properly maintained to ensure sales tax is not included on your invoices. If you need a State of Texas Sales Tax exemption form, contact the ordering Department.
  
- ❖ Change of address or change of remittance address notifications should be submitted in writing to [vendors@sanantonio.gov](mailto:vendors@sanantonio.gov) or fax to (210) 207-7270 along with appropriate documentation. An updated W-9 showing the new address is required.
  
- ❖ Each COSA vendor is assigned to a specific AP Specialist, ready to answer your inquiries. For the contact name, please call the Accounts Payable section's main phone number and ask to be directed.  
**Main phone: 210-207-2064**

We thank you for taking the time to review this information and look forward to working with you.

**Finance Department  
City of San Antonio**



## ATTACHMENT K

### Criminal Justice Information Services (CJIS)

#### FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

#### 1.1 Definitions

1.2 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.3 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

#### 2.1 Responsibilities of the Contracting Government Agency.

2.2 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

#### 3.1 Responsibilities of the Contractor.

3.2 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

#### 4.1 Security Violations.

4.2 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.3 Security violations can justify termination of the appended agreement.

4.4 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the

CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.1 Audit

5.2 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.1 Scope and Authority

6.2 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.3 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.4 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.5 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.6 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director  
Criminal Justice Information Services Division, FBI 1000 Custer Hollow Road  
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY  
CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Contractor Employee Name

Sex: \_\_\_\_\_

Race: \_\_\_\_\_

DOB: \_\_\_\_\_

State/ID or DL: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name of Contractor Representative

\_\_\_\_\_  
Organization Name and Representative's Title



**ATTACHMENT L**  
**CITY HOLIDAYS AND CLOSURES**

Holidays are defined as City recognized holidays as published on the City's web site at <http://www.sanantonio.gov/gpa/holidaysandclosures>

**ATTACHMENT M**

**PROPOSAL CHECKLIST**

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order. **Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Veteran-Owned Small Business Preference Program participation and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFCSP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

<b>Document</b>	<b>Initial to Indicate Document is Attached to Proposal</b>
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Price Schedule, Attachment B	
* Contracts Disclosure form, RFCSP Attachment C	
Litigation Disclosure, RFCSP Attachment D	
* Small Business Economic Development Advocacy (SBEDA) Program Forms RFCSP Attachment E ; and Associated Certificates, if applicable	
* Veteran Owned Small Business Preference Program (VOSBPP) Tracking Form, RFCSP Attachment G	
* Certificate of Interested Parties (HB 1295), RFCSP Attachment H	
* Proposal (Bid) Bond and Associated Power-of-Attorney	
Financial Information : Dun and Bradstreet report, or Credit report	
Proof of Insurability Insurance Provider's Letter, Copy of Current Certificate of Insurance	
* Criminal Justice Information Services Addendum RFCSP Attachment K	
* Signature Page RFCSP Section 007.	
Proposal Checklist, RFCSP Attachment M	
* Addenda, if any	
One (1) <b>COMPLETE ELECTRONIC COPY.</b>	

\*Documents marked with an asterisk on this checklist require a signature.

**Be sure that all forms that require a signature are done so prior to submittal of proposal.**