



**CITY OF SAN ANTONIO**  
**FINANCE DEPARTMENT, PROCUREMENT DIVISION**

**REQUEST FOR COMPETITIVE SEALED PROPOSALS ("RFCSP")**  
**NO.: 6100018600; 25-019**

**ON-CALL ELECTRICAL SERVICES FOR SAN ANTONIO AIRPORT SYSTEM**

Date Issued: **November 15, 2024**

**PROPOSALS MUST BE RECEIVED NO LATER THAN:**  
**11:00 a.m., CENTRAL TIME, January 10, 2025**

Proposals must be submitted by the following means:

**Response submissions will only be accepted electronically through the portal.**

**Proposal Due Date: 11:00 a.m. Central Time, January 10, 2025**

**RFCSP No.: 6100018600; 25-019**

Proposal Bond:	Performance Bond:	Payment Bond:	Other:
Yes	Yes	Yes	No

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes      DBE / ACDBE Requirements: None

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

Pre-Submittal Conference \* YES

\*If YES, the Pre-Submittal Conference will be held at 3:00 p.m., Central Time, on November 26, 2024, via Microsoft Teams. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

Respondents may call the toll-free number listed below and enter access code to participate the day of the conference.

**Dial-In Number:** 1-312-667-7136 | **Phone Conf ID:** 573 988 065# | **Meeting Password:** cosa24

**Join from the meeting link:** [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZmM5ZjMwNjctYmFkZC00Y2E3LTg4NWQtZTA1NzdiYjE0ZTU4%40thread.v2/0?context=%7b%22Tid%22%3a%221ab0214f-ac4a-4407-a7c6-2ef1eb76dac5%22%2c%22Oid%22%3a%222737071d-6a5c-4ece-a302-9412c75aca7a%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmM5ZjMwNjctYmFkZC00Y2E3LTg4NWQtZTA1NzdiYjE0ZTU4%40thread.v2/0?context=%7b%22Tid%22%3a%221ab0214f-ac4a-4407-a7c6-2ef1eb76dac5%22%2c%22Oid%22%3a%222737071d-6a5c-4ece-a302-9412c75aca7a%22%7d)

**Staff Contact Person:** Adrianna Broniszewski, Procurement Specialist III, 210-207-0505, [Adrianna.Broniszewski@sanantonio.gov](mailto:Adrianna.Broniszewski@sanantonio.gov).

**SBEDA Contact Information:** 210-207-3922, [SBEDAdocs@sanantonio.gov](mailto:SBEDAdocs@sanantonio.gov).

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

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## **PROHIBITED CAMPAIGN CONTRIBUTIONS**

**Prohibition against 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 30th 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, executive committee member, and general board member of an entity seeking a high-profile contract;
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;
6. Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection; and
7. Any corporate political action committee (PAC) established or formed by the entity seeking a high-profile contract.

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

***\*For this solicitation, the first day contributions are prohibited is December 3, 2024. 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 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.**

**Please refer to the Restrictions on Communication section of this RFCSP for more information.**

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## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

Submission of Proposals. Respondents 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 City by facsimile or email shall be rejected.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals. A modified proposal will automatically replace a prior proposal submission. See below for information on submitting Alternate Proposals.

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

Forms Requiring Signatures.

Signature Page. 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 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: <https://www.sa.gov/Directory/Departments/Finance/About/Divisions/Procurement/Become-a-Vendor>. 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 (1) 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 in any of

the following formats: paper copy, flash drive, or CD ROM. Catalogs shall be mailed to the Finance Department, Procurement Division, P.O. Box 839966, San Antonio, TX 78283-3966 prior to bid opening. Bidder 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 and 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.

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.

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page until **4:00 p.m., Central Time, on December 2, 2024**. 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.

Respondents may provide responses to questions asked of them by the Staff Contact Person after proposals are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's response. The information provided is not intended to change the proposal response in any fashion. Such additional information must be provided within two (2) 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 SBEDA form(s), if any. The Small Business Office may be reached at (210) 207-3922 or through email at SBEDAdocs@sanantonio.gov. This exception to the restrictions on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

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

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

#### Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Respondents are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. Pre-Submittal Conference participation is optional, but highly encouraged.

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. 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 Section 003, Part B, Submission Requirements, and each section and attachment must be indexed in a Table of Contents page. 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. Scoring of pricing for proposals is 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 (1) respondent only. City reserves the right to delete line items prior to award.

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 seven (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.

### 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. The names of the respondents will be publicly read aloud online through WebEx at 11:30 a.m. CT on the day the proposals are due. In accordance with state law, the contents will not be revealed until after the contract is awarded.

Join by phone: 1-415-655-0001  
Meeting number (access code): 2633 992 1962  
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 evaluate pricing 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. City shall not be liable for any costs, claims, fees, expenses, damages, or lost profits if no Purchase Order is issued. 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 City 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 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 proposal evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a 2% 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 §§ 2-42 and 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- A City officer or employee; their 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 their parent, child or spouse directly or indirectly owns 10% or more of the voting stock or shares of the entity, or 10% 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.

By submitting a proposal, Bidder 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 City Clerk if those persons meet the requirements under §176.006(a) of the statute.

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

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

<https://www.ethics.state.tx.us/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 Procurement Division will not deliver the forms to 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.

**Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors) 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.**

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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. Complete and submit a Contracts Disclosure Form, Attachment C, with the proposal. The Contracts Disclosure Form may be downloaded and completed electronically at: <https://webapp1.sanantonio.gov/ContractsDisclosure/>

Click on the "Print" button at the bottom of the page and place a 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 E.

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 Attachment F.

**PROPOSAL BOND.** Submit proposal bond in the amount of \$10,000.00. Respondent must provide the original Proposal Bond to the **City of San Antonio Finance Department, Procurement Division, [On Call Electrical Services for San Antonio Airport System; RFCSP 25-019; RFx 6100018600], P.O. Box 839966, San Antonio, TX 78283-3966 or City of San Antonio Finance Department, Procurement Division, [On Call Electrical Services for San Antonio Airport System; RFCSP 25-019; RFx 6100018600], 100 West Houston St., San Antonio, TX 78205** prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent's electronic submission through the SAePS Portal.

**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, Chapter 46 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. Respondent must complete and return Form 1295 with the proposal submitted, as Attachment G. It is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295>

**Print 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., IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).**

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%; (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 ten 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.

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 another credit report, on Respondent and its partners, affiliates, and subtenants, 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 H.

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. The 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:

Experience, Background and Qualifications (35 points)

Proposed Plan (25 points)

Price (20 points)

ESBE Prime Contract Program (10 pts)

Certified ESBE firms (see Emerging 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% ESBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria points, and

M/WBE Prime Contract Program (10 pts)

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-ESBE or non-M/WBE Prime CONTRACTORS through subcontracting to certified ESBE or M/WBE firms.

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1 BACKGROUND:** The City of San Antonio seeks proposals from licensed and bonded electrical Contractors interested in providing "on-call" commercial electrical repairs and services for the Aviation Department (Aviation) through an on-call contracting services (OCCS) contract. Trade services shall be for repairs at the San Antonio Airport System (SAAS) which is comprised of San Antonio International Airport and Stinson Municipal Airport.

**The term "on call contracting services" 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 software, the Contractor's Coefficient, will be applied to all labor and material line items necessary for each job.**

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 SAAS. As a facility need is identified, the City will issue a Request for On Call Proposal (RFOCP) to an OCCS contractor, who will in turn investigate, and submit a proposal to include a plan and an estimate for the work. If the City approves the proposal, it will issue a Purchase Order (PO) and contractor shall schedule the work. 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 any trade-related contracts already in place. The City retains the right to determine which contracts are in the City's best interests.

**This contract will not include professional services required by a licensed architect or engineer, as contemplated by Chapters 1051 and 1001 of the Texas Occupations Code.**

**Contractor will not be guaranteed a minimum or maximum amount of work.**

**Pursuant to the requirements of Chapter 2269, Texas Government Code, the City hereby establishes a maximum aggregate expenditure of \$2,500,000 for up to two (2) electrical contracts awarded pursuant to this RFCSP.**

The intent of the City is to award up to two (2) contracts 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 work. For any OCCS project that requires multiple trades, the City at its sole discretion, may assign one or more contractors from the required trades to complete the project. The City does not anticipate any one OCCS project to be valued over \$500,000; however, any individual purchase order valued over \$500,000 will require approval by the San Antonio City Council by passage of an ordinance. In the event that a contractor is selected to provide two (2) or more trade services for an OCCS project, those services will be authorized by a single purchase order. The City will not issue separate purchase orders to one (1) contractor for each type of trade work for a single project.

- 4.2 SCOPE:** Contractor must have the ability to perform services and repairs throughout SAAS. Contractor must be well versed in both building renovations and repairs and new construction type of work. Repairs include, but are not limited to repair of broken systems, component(s) or sub-component(s) of a facility such as electrical outlets, switches, switch gears, devices, light fixtures, load centers panel boards, motor control centers, exterior lighting and motors.



Contractor shall furnish all labor, supervision, tools, equipment, materials, metering instruments, supplies, parts, transportation, mobilization, insurance, bonds, permits, reports, incidentals and quality control necessary to provide electrical services on an "as needed basis". Electrical services shall include, but are not limited to, the following:

- Complete electrical repairs, to include repair in confined spaces
- Repair and/or replace power distribution equipment
- Repair and/or replace all types and sizes of conduit
- Repair and/or replace power cords and heavy duty connectors (male/female)
- Repair and/or replace all types and sizes of conductors
- Work with various voltages, including but not limited to, 12V---480V
- Replace ballasts
- Repair and/or replace light fixtures, and retrofits
- Repair and/or replace motor controls
- Repair and replace lamps
- Repair and/or replace switch gear
- Repair, replace, and install fixture or device wiring
- Repair and/or replace lighting switches
- Perform troubleshooting of equipment and systems and provide resolutions to any malfunctions
- Repair and/or replace duplex receptacles
- Resting equipment and systems
- Perform infrared thermography screening on electrical distribution
- Perform panel metering and provide logger reports
- Perform maintenance on rack and breakers

Specific work requirements will be identified in each individual RFOCP and the associated PO issued by City.

Contractor shall notify the airport at least seven (7) days before any scheduled system shutdown. Contractor shall use best efforts to minimize the duration and impact of any shutdown including, but not limited to, providing increased staffing.

Specific work requirements will be identified in each individual RFOCP, as they are deemed necessary and approved by the City.

**4.3 DEFINITIONS:** Whenever a term defined by the Uniform Commercial Code (UCC), as enacted by the State of Texas, is used in this contract, the UCC definition shall prevail, unless otherwise defined in this contract. For the purpose of this solicitation the following definitions shall apply: (See also Section 008 – STANDARD DEFINITIONS).

- 1) **ASME:** American Society of Mechanical Engineers
- 2) **ASTM:** American Society for Testing Materials
- 3) **AWS:** American Welding Society
- 4) **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.

- 5) **City Designated Departmental Representative (CDDR)**: the facilities maintenance supervisor, special projects manager, or division manager for Aviation.
- 6) **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.
- 7) **Emergency**: Any building or equipment failure considered by City, in its sole discretion, to be a matter of public or personal health or safety.
- 8) **Equipment**: Electrical systems and supporting components.
- 9) **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 or 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.
- 10) **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.
- 11) **Helper**: a person that is part of an apprenticeship program that is recognized by manufacturer or other industry recognized organizations. If a helper is used, the helper is under the direct supervision of the contractor's qualified technician. A helper cannot be on site without a qualified technician. The helper shall be in a registered apprenticeship program per the Department of Labor and the National Apprenticeship Act or other industry recognized organizations.
- 12) **Holidays**: Holidays are defined as City recognized holidays as published on the City's web site at [www.sanantonio.gov](http://www.sanantonio.gov).
- 13) **ID Badges** – identification badges.
- 14) **Call backs**: Call backs are returns for inspections or service for an incident that City previously requested, and for which Contractor previously reported having completed the services. Call-back service is included at no additional cost to City. Call back response time shall be in accordance with an Emergency Service call.
- 15) **Normal Working Hours**: Normal working hours are defined as Monday – Friday, 7:00 AM to 5:00 PM, exclusive of City authorized Holidays.
- 16) **Overtime Working Hours**: Overtime work hours are defined as Monday – Friday, 5:01 PM to 6:59 AM, on City authorized Holidays and all-day Saturday and Sunday.
- 17) **On Call Contracting Services (OCCS)**: "on call contracting services" is a way to accomplish numerous, commonly encountered trade projects quickly and easily through multi-year contracts. OCCS reduces procurement costs by awarding long-term contracts for a wide variety of trade projects. OCCS provides the methodology to execute a wide variety of indefinite delivery, indefinite quantity, fixed price, multiple trade contracts.

- 18) **On Call Proposal (OCP)**: Contractor's written job proposal for a particular project.
- 19) **Part(s)**: all materials and goods used to perform the requirements in this solicitation. Interchangeable with the word "component(s)".
- 20) **Pavement Material**: The Texas Department of Transportation (TxDOT) standards shall be used for all pavement work.
- 21) **Request for On Call Proposal (RFOCP)**: City's brief description of job and request for a proposal/estimate may be verbal for emergency work only.
- 22) **RS Means Cost Data**: (also referred to as "Unit Price Book" or "UPB"). RS Means provides cost information for several industries 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. The Vendor is responsible for obtaining and using the RS Means Cost Data or other approved unit price system from current year and quarter. For this solicitation, Contractors shall use the following books in the following order: RS Means Electrical Cost Data price book, RS Means Facilities Maintenance & Repair Cost Data price book or RS Means Facilities Construction Cost Data price book, online version of any of the above listed publications.
- 23) **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.
- 24) **Select Granular Material**: 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.
- 25) **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.
- 26) **Unit Price Book (UPB)**: Please see RS Means Cost Data for definition or approved unit price systems.
- 27) **Work Order Number**: A number created in City's SAP software system used to identify a particular RFOCP.

#### **4.4 PROOF OF LICENSING AND CAPABILITY:**

##### **4.4.1 Contractor Qualifications:**

**4.4.1.1** Contractor shall submit, upon request by the City, for evaluation purposes: a list of service contracts held within the last ten (10) years, and current contracts, along with a list of any other names under which the organization has performed business within the last ten (10) years.

**4.4.1.1.1** Contractor shall furnish evidence satisfactory to the City specifically demonstrating that the management of the firm has, in the past, satisfactorily performed the work required herein.

- 4.4.1.2** Contractor shall hold all proper and current licenses, insurances, and bonds as required by the City, County, and State. In addition to the bond requirements in Section 005 – Supplemental Terms & Conditions, Contractor shall ensure payment and performance bonds cover the amount or estimated amount of any order as required by law.
- 4.4.1.3** Contractor shall be in good financial standing, not in any form of bankruptcy, current in payment of taxes and fees, such as state franchise fees.
- 4.4.1.4** If chemicals are used Contractor shall provide certification that shows the Contractor meets the requirements of the Federal and the State of Texas laws and regulations.
- 4.4.1.5** Contractor shall provide a full-time supervisor and properly certified, trained and skilled service technicians with a preferred minimum of 5 years commercial electrical experience each to perform the work required herein.
- 4.4.1.6** Contractor shall submit proof of license, insurance, and commercial experience of staff with bid response and whenever requested by the City. Licenses include, but are not limited to:
  - 4.4.1.6.1** Contractor shall provide certification that shows the Contractor meets the requirements of the State of Texas.
- 4.4.1.7** Contractor shall furnish, upon the request of the City a statement to the effect that he/she has available under his/her direct employment and supervision the necessary organization and facilities, to properly fulfill all the services and conditions required under these specifications. In addition, all employed personnel shall have been trained and certified in performing the maintenance, inspections, and repairs of the electrical systems and supporting components identified herein.
- 4.4.1.8** Contractor shall furnish, upon request of the City, evidence satisfactory to the City specifically stating that the management of the firm has satisfactorily maintained, inspected and repaired the electrical systems and supporting components.

#### **4.4.2 Supervisor Qualifications:**

- 4.4.2.1** The Contractor shall submit evidence that the supervisors who will be assigned to this contract are certified supervisors for the work specified herein (defined as personnel who have had formal specific manufacturers or other agency training). Alternatively, Contractor shall provide a letter certifying that the Contractor's supervisors have been trained to perform the same type of work on the same type of equipment. The manufacturer's certification or Contractor's letter shall validate, to the City's satisfaction, the supervisors' capability to perform the services required by this specification/scope of work.
- 4.4.2.2** All of Contractor's supervisors performing work on the Equipment shall have a preferred minimum of five (5) years of experience performing electrical services. Contractor shall supply documentation to confirm this amount of actual experience.
- 4.4.2.3** Supervisors shall be certified as per federal, state, and local codes and regulations for related work tasks.
- 4.4.2.4** Contractor shall provide certification or documentation that the supervisors performing services meet the requirements of the State of Texas. All Supervisors

shall meet the State of Texas requirements for Master License. The certification(s) shall validate, to the City's satisfaction, the supervisor's capability to perform the services required by this specification/scope of work.

**4.4.2.5** Contractor shall provide documentation/certification that the Contractor's supervisors who will be performing the services have the required safety training for the work environment and chemical usage (if applicable).

**4.4.2.5.1** Contractor shall submit evidence that the contractor's supervisors are certified for confined space operations.

**4.4.2.5.2** Contractor shall submit evidence that the contractor's supervisors are certified to use the maintenance and safety equipment to include personal protection equipment (PPE).

**4.4.2.5.3** Contractor shall submit evidence that the contractor's supervisors are certified to use chemicals that may be required to perform the services.

#### **4.4.3 Technician Qualifications:**

**4.4.3.1** The Contractor shall submit evidence that the technicians who will be assigned to this contract are certified technicians for the work specified herein (defined as personnel who have had formal specific manufacturers or other agency training). Alternatively, Contractor shall provide a letter certifying that the Contractor's technicians have been trained to perform the same type of work on the same type of equipment. The manufacturer's certification or Contractor's letter shall validate, to the City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.

**4.4.3.2** All of the Contractor's technicians performing work on the Equipment shall have a preferred minimum of five (5) years of experience performing maintenance, inspections and repairs of electrical systems and supporting equipment/components. Contractor shall also provide documentation to confirm the amount of actual experience.

**4.4.3.3** Technicians shall be certified as per federal, state, and local codes and regulations for related work tasks.

**4.4.3.4** Contractor shall provide certification or documentation that the technicians performing services meet the requirements of the State of Texas. The certification(s) shall validate, to the City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.

**4.4.3.4.1** Contractor shall provide documentation/certification that the Contractor's staff (Technician, Helper, Plumbers, Electricians, Welders, etc.) who will be performing the services have the required safety training for the work environment and chemical usage.

**4.4.3.4.2** Contractor shall submit evidence that the contractor's technicians are certified for confined space operations.

**4.4.3.4.3** Contractor shall submit evidence that the contractor's technicians are certified to use the maintenance and safety equipment to include personal protection equipment (PPE).

**4.4.3.4.4** Contractor shall submit evidence that the contractor's technicians are certified to use chemicals that may be required to perform the services.

- 4.4.3.5** Contractor shall provide certification or documentation that the technicians performing electrical Maintenance and Other Services meet the requirements of the State of Texas Journeyman License, the State Texas Electrical Training School, the United Association of Journeymen and the Apprentices; National Inspection, Testing and Certification Corporation Journey Level Electrician, and/or comparable requirements of other organizations. The certifications shall validate, to City's satisfaction, the technician's capability to perform the services required by this specification and scope of work.
- 4.4.3.6** Contractor shall provide certification or documentation that the technicians performing electrical Maintenance and Other Services meets the requirements of the State of Texas Journeyman License, State of Texas Electrical Training School, National Institute for certification in Engineering Technologies Level II, International Electrical Testing Association Level II or III, and/or comparable requirements of other organizations. The certifications shall validate, to the City's satisfaction, the technician's capability to perform the services required by this specification and scope of work.
- 4.4.3.7** Contractor shall provide certification or documentation that the technicians performing backflow services meet the requirements of the State of Texas to work on backflow devices and meet the requirements in this section.
- 4.4.3.8** Contractor shall provide documentation that the technicians finished the United States Department of Labor apprenticeship program. Alternatively, Contractor shall provide a letter certifying that the technicians received formal technical training and hands-on experience from a recognized technical training institution and/or other organization. The certifications shall validate, to City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.
- 4.4.3.9** Technicians shall demonstrate knowledge of federal, state, and local codes and regulations for related work tasks by submitting a certification. Alternatively, Contractor shall provide a letter certifying that the technicians received formal technical training from a recognized technical training institution or comparable requirements of other organizations. The certifications shall validate, to the City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.
- 4.4.4** Helpers can be used to support the qualified technicians. One (1) qualified technician or supervisor shall be at the worksite location at all times. Qualified technicians or a supervisor shall be responsible for the Maintenance services and Other Services at each location. Helper shall meet the requirements of the United States Department of Labor apprentice program.
  - 4.4.4.1** Notwithstanding anything stated to the contrary herein, Contractor may use helpers to assist the onsite technician.
  - 4.4.4.2** The helpers shall be certified to work with chemicals that will be used to perform the work in this solicitation.
  - 4.4.4.3** Contractor shall provide documentation that the helpers have the required safety training for the work environment and chemical usage.
- 4.4.5** Service personnel should be capable of performing the following:

**4.4.5.1** Demonstrate a thorough understanding of basic job site safety laws and requirements.

**4.4.5.2** Apply accurate troubleshooting techniques, and consistently determine and resolve the root cause of the electrical system and supporting components deficiencies.

**4.4.5.3** Demonstrate a thorough understanding of equipment specific requirements, such as programming, application, and interconnectivity of system components.

**4.4.4.4** Properly using tools and test equipment required for testing and maintenance of boiler systems and their components.

**4.4.6** The Contractor shall provide information describing the continuing education provided for the contractor personnel.

**4.5 REFERENCES:** The documents listed below are part of this scope of work to the extent referenced. The publications are referred to within the text by the basic designation only. Use the most recent publication. Compliance with the most recent publication in effect at the time an RFCOP is issued is required, unless otherwise indicated.

<b>San Antonio Water System</b>	
	San Antonio Water and Wastewater Standards
	Grease Trap Maintenance, Procedures, and Cleaning Logs
<b>City Public Service Energy</b>	
	CPS Standards
<b>American National Standards Institute (ANSI)</b>	
ANSI/NETA ATS	Standard for Acceptance Testing Specification for Electrical Power Equipment and Systems
ANSI/NETA ETT - 2000	Standard for Certification of Electrical Testing Personnel
<b>International Building Code</b>	
IBC	International Building Code
IMC	International Mechanical Code
IPC	International Electrical Code
IEBC	International Existing Building Code
IFGC	International Fuel Gas Code
<b>National Fire Protection Association (NFPA)</b>	
NFPA 70	National Electrical Code
NFPA 70B	Recommend Practice for Electrical Equipment
NFPA 101	Life Safety Code
	Other NFPA Standards that are applicable to the tasks
<b>Other</b>	
10 State Standard	Recommended Standards Wastewater Facilities
Sacramento State	Operation and Maintenance of Wastewater Collection System
OSHA	Occupational Safety and Health Administration (OSHA) Standards
CFR 29	Code of Federal Regulation (CFR) Title 29 Part 1910.1200 Hazard Communication

<b>San Antonio Water System</b>	
ASSE	American Society of Sanitary Engineering standards
ASPE	American Society of Plumbing Engineers standards
ASME	American Society of Mechanical Engineers Standards
NACE	National Association of Corrosion Engineer
API	American Petroleum Institute Standards
AWS	American Welding Society Standards
ISO 9001	Quality Management
PDI - G101	Testing and Rating Procedure for Hydro Mechanical Grease Interceptors with Appendix of Installation and Maintenance
PDI – G102	Testing and Certification for Grease Interceptors with FOG Sensing and Alarm Devices
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association Standards
DIPRA	Ductile Iron Pipe Research Association Standards
NCPI	National Clay Pipe Institute Standards
ACPS	American Concrete Pipe Association Standards
ACI	American Concrete Institute Standards
TxDOT	Texas Department of Transportation Standards
	Manufactures Standardization Society of the Valve and Fittings Industry
	Cast Iron Soil Pipe Institute Standards
	Uni Bell Standards

#### **4.6 MATERIAL AND PERFORMANCE REQUIREMENTS/WARRANTY:**

- 4.6.1** The burden of ascertaining product/performance equality of proposed substitutions from those items specified or currently in use by City is to be borne by Contractor. Product substitutions must be submitted for review and approval by the City. If data provided by Contractor is deemed inadequate to make a determination as to the equality of the proposed substitute City may, in its sole discretion, reject such substitution. Approval by the City shall not relieve Contractor from responsibility for any errors or omissions, or from responsibility for complying with the requirements of this solicitation, except with respect to variations described and approved by the City.
- 4.6.2** The Materials for this solicitation shall meet or exceed the American Society for Testing and Materials (ASTM), Underwriters Laboratories (UL), American Society of Sanitary Engineering (ASSE), and any other code recognized agency as required by the Federal, State, and local codes.
- 4.6.3** Chemicals or Materials used in the contract shall meet industry, environmental, and ASTM standards.
- 4.6.4** Instruments used to perform the requirements of the specification/scope of work shall meet industry standards, ASTM calibration standards and/or other accepted standards by CDDR.
- 4.6.5** Materials shall be warranted against material defects and defects in workmanship for a period of not less than 12 months and shall cover 100% of parts, labor, and supplies. The



warranty period shall commence upon the date of acceptance by the City. If the manufacturer's standard warranty period exceeds 12 months, then the manufacturer's standard warranty period shall prevail. The Contractor shall be ultimately responsible for issuing the warranty. The Contractor shall provide the CDDR with all manufacturers' warranty documents upon completion of service prior to leaving the job site.

- 4.6.6** Work performed shall meet all applicable standards and codes. Contractor shall warranty 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 one (1) year after completion of work. The warranty period shall commence upon date of acceptance by the City.

**4.7 SITE INSPECTIONS FOR REQUESTED SERVICES (Maintenance, Emergency, Urgent and Routine Calls):**

- 4.7.1** Respondents shall perform all investigations as necessary to thoroughly inform themselves regarding facilities for delivery of Material and Equipment, and the conditions and sites/locations for providing goods and services as required by this solicitation for all services calls with the exception of emergencies. For an emergency, the Vendor must respond to the location and provide estimated repair cost within less than 24 hours. No plea of ignorance by Respondent will be accepted as a basis for varying the requirements of City or the compensation to Respondent.

- 4.7.2** Respondent is encouraged to visit each of the service locations to become familiar with the amount of labor, Materials, and Equipment that shall be required in the performance of the work before providing a Request for On Call Proposal (RFOCP). Respondent shall carefully examine these specifications and, if necessary, secure from the City any additional information that may be a requisite to a clear and full understanding of the work.

- 4.8 SERVICE LOCATIONS:** The locations included on this service agreement, include the facilities managed by Aviation or other approved locations as defined by the Aviation CDDR.

- 4.9 COMPLETION DATE:** Inspections, Maintenance and Repairs shall be completed in accordance with the RFOCP schedules and the requirements of this RFCSP.

**4.10 CONTRACTOR GENERAL REQUIREMENTS – Contractor Shall:**

- 4.10.1** Adhere to the terms and conditions identified in this solicitation.
- 4.10.2** Provide a primary point-of-contact.
- 4.10.3** Provide documentation that Contractor is certified to perform the requirements of this solicitation (See Section 4.4 - PROOF OF LICENSING AND CAPABILITY).
- 4.10.4** Perform and complete all work required. Contractor shall diligently perform the work to completion within the time set forth in the solicitation. The period of performance shall include, but is not limited to, mobilization, City recognized holidays, weekends, normal inclement weather, and cleanup; therefore, claims for delay shall not be allowed.
- 4.10.5** Ensure Contractor personnel are in compliance with the service requirements of this specification. Failure to comply with City service requirements may result in the cancellation of the contract or purchase order.
- 4.10.6** Contractor shall be responsible for complying with all Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this RFCSP. Contractor is also required to adhere to all applicable local environmental

ordinances. Ignorance on the part of the Contractor will in no way relieve the Contractor from responsibility.

- 4.10.7** Contractor shall perform all work safely and follow required safety standards including, but not limited to, OSHA, Federal, State, and City codes.
  - 4.10.7.1** All local, state, and federal safety requirements, standards, and regulations shall be followed per the Contractor-provided Health and Safety Management Plan.
- 4.10.8** Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants and other people of potential hazards.
- 4.10.9** Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, and police support, as required for each job. Proposed traffic control methods shall be submitted in advance to the CDDR for approval prior to the commencement of work. CDDR's approval shall not, however, relieve Contractor from responsibility with regard thereto.
- 4.10.10** Contractor shall deliver, store, and handle all Materials in a manner that shall prevent damage to the Equipment and related components.
- 4.10.11** It shall be Contractor's responsibility for storage of any Materials and the City will not be responsible for loss or damage to Materials, tools, Equipment or work arising from acts of theft, vandalism, malicious mischief or other causes.
- 4.10.12** Contractor shall thoroughly examine and become familiar with the City facility where services are to be performed, prior to commencing work, to ensure the service can be completed in an orderly and safe manner.
- 4.10.13** Contractor shall be responsible for obtaining all required permits applicable to performance of this solicitation. Contractor shall include all such costs within its RFOCP. Contractor shall ensure any work that requires a separate license is performed under the applicable license as required under local or state law.
- 4.10.14** Ensure all Equipment and tools are well maintained, calibrated and in proper working order before use in the performance of this service.
- 4.10.15** Protect furnishings and other items with tarps, plastic sheeting or other methods as required and prior to commencing work.
- 4.10.16** Contractor shall at all times keep the site, including storage areas, free from accumulations of waste Materials. Before completing the work, Contractor shall remove from the premises all rubbish, tools, scaffolding, equipment, and Materials that is not the property of City. Upon completing the work, Contractor shall 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.
- 4.10.17** No debris shall be dumped and left in the building, on the roof and/or surrounding areas.
- 4.10.18** Contractor shall not use City waste disposal containers.
- 4.10.19** Contractor shall properly dispose of all debris, old Materials, and trash resulting from the specified work in an approved landfill. Contractor shall be responsible for the disposal of all waste to include universal and hazardous Materials resulting from the work. Handling and transporting of all waste Materials shall be performed in accordance with safety and environmental regulations. Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.

**4.10.19.1** All local, state, and federal safety and environmental requirements, standards, and regulations shall be followed per the Contractor-provided Health and Safety Management Plan or other Contractor-provided plan.

**4.10.20** Contractor shall confine its operations (including storage of Materials) to areas authorized or approved by the City.

**4.10.21** Contractor shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages shall be reported and repaired or replaced by Contractor at no cost to City.

**4.10.22** Contractor shall notify the City representative once the work is complete and ready for its intended use.

**4.10.23** Contractor shall not adversely affect building electrical systems or other building systems/equipment during the performance of the services required by the solicitation. Impact to the building systems/equipment shall be corrected by Contractor at no cost to City.

#### **4.11 SERVICE REQUIREMENTS:**

**4.11.1** **Contractor shall obtain all required permits required for the performance of the work contracted for herein. City shall be responsible for the cost of any project-required City permits. Contractor shall include all such costs within its OCP.**

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

**4.11.3** Contractors are to give priority to all Aviation Department service requests hereunder.

**4.11.4** Contractor shall respond by phone within one (1) hour of receiving an *emergency* call, as solely determined by City, and respond on site within two (2) hours. The City reserves the right to determine when a call is considered an "emergency". Due to the nature of the SAAS environment, Contractor must successfully maintain qualified personnel available to provide immediate service. For non-emergency calls, Contractor shall contact the designated City Representative within four (4) hours of receiving a call.

**4.11.5** Contractor will be required to perform non-emergency work during Normal Working Hours unless prior written authorization has been obtained from the designated City Representative. City, at its sole discretion, shall have the right to require Contractor to perform non-emergency work during Overtime Working Hours as City deems necessary.

**4.11.6** Contractor will be required to maintain an adequate 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 Original Equipment Manufacturer (OEM) or as recommended by the manufacturer and grades specified by the City.

**4.11.7** Contractor shall be solely responsible for the conduct and performance of Contractor's employees including any subcontractors. The City shall have the right to request removal of and replacement for any of Contractor's employees or subcontractors displaying disorderly conduct or performing in an unprofessional manner, as solely

determined by City.

- 4.11.8** To determine the price of any work performed pursuant to the OCCS, the applicable line item(s) in the most current RS Means Electrical Cost Data price book (referred to hereafter as the "Unit Price Book" or "UPB") shall be multiplied by the Contractor's Coefficient (in the RFCSP Attachment B – Pricing Schedule). Because all work under this contract is on an on-call basis, specific project specifications shall be set out in individual RFCOPs. General specifications are included in this solicitation and form the basis for work to be performed. The specifications are intended to generally indicate the requirements of the City, which include generally accepted practice in the electrical industry.
- 4.11.10** In preparing OCPs, Contractor shall apply its approved Contractor's Coefficient to applicable line items within the most current UPB to establish a price, which shall include material, supplies, permitting, equipment, and/or labor. **Line(s) items for administrative/management fees and back-office expenses and labor are not allowed, shall not be charged by Contractor, and will not be accepted nor be payable by City.** City will not provide copies of RS Means software to Contractor.

#### **4.12 INSPECTION, TESTING AND SERVICE REPORTS:**

- 4.12.1** All testing shall be in accordance with current State, Federal and local codes. Reports of every test shall be submitted to the CDDR as required by Section 4.14, Submittals.
- 4.12.2** The Contractor shall provide a written report for each service. The Contractor shall provide a clear and legible copy of their work order showing all work performed, indicating the date and time of arrival and departure at each facility, name of person contacted at each facility, name of technician performing the work, and copies of material costs.
- 4.12.3** Contractor shall be responsible for all sub-contracting with pricing for repairs included in the RFOCP. The report shall indicate the status of the system before and after completing the services. Work orders shall have a statement signed by the Contractor's technician and CDDR, a Facilities representative or designee acknowledging work was performed. Copies of the same work order shall be attached to invoices that are submitted for payment. Contractor shall contact CDDR, a Facilities representative or designee upon arrival and completion of work.

#### **4.13 GENERAL WORK REQUIREMENTS:** Contractor shall:

- 4.13.1** The Contractor shall furnish all labor, equipment, materials, and supplies required to comply with the solicitation:
- 4.13.1.1** Prices for all services shall reflect all associated costs including Materials and Labor hours; and be in accordance with Attachment B, Price Schedule.
- 4.13.2** Contractor shall perform all work 'in strict compliance with the requirements of the manufacturer's requirements and all applicable federal, state, and local laws and regulations.
- 4.13.3** Contractor shall lay out the work using acceptable practices before starting any activities.
- 4.13.4** Time shall be based on actual time spent on the job site. Travel charges to the job site shall NOT be allowed. Mileage and travel time to and from the job site shall not be reimbursable under this contract. City shall not be responsible for trip charges or service

charges. Contractor shall only invoice the City for the time spent on City's property and in accordance with Attachment B, Price Schedule. Mobilization and Demobilization costs shall be identified as separate line item.

**4.13.5** Perform the required inspections, repairs, maintenance, system testing, and other services per the recommendations of the system's manufacturer.

**4.13.5.1** In addition, any requirement not listed, but deemed necessary per the manufacturer's specifications shall be included in the RFOCP proposal.

**4.13.6** Before ordering any Materials or performing any work, Contractor shall verify all requirements and shall be responsible for correctness of the same.

**4.13.7** Parts, components and workmanship shall be OEM or as recommended by the manufacturer of the Equipment, professional trade standards, and applicable codes and standards.

**4.13.8** Contractor shall furnish to the CDDR, the manufacturer's recommended Materials, data, manuals, etc., for the Maintenance of the Equipment. See 4.14 Submittals.

**4.13.9** Contractor shall ensure staff, including but not limited to, supervisor, service representatives and service technicians shall meet and follow all City security requirements and other standards.

**4.13.10** Contractor shall be responsible for the conduct and performance of Contractor's employees including any subcontractors. Contractor's personnel must be properly uniformed and shall display a valid ID identifying their company at all times.

**4.13.11** City will provide necessary and reasonable means of access to the Equipment being serviced. Contractor shall be free to stop and start all primary Equipment incidental to the maintenance of the Equipment as necessary provided that arrangements are mutually agreed upon in advance by Contractor and the CDDR. Contractor shall furnish a detailed estimate of downtime for all services. Extended periods of Equipment shutdown at any facility shall be coordinated through CDDR.

**4.13.12** The work in this solicitation shall be performed while the facilities are occupied or unoccupied; therefore, Contractor shall provide the services in a manner which does not affect or interfere with the building occupants' daily responsibilities.

**4.13.13** Contractor shall deliver, store, and handle all materials in a manner that will prevent damage to the systems or related components.

**4.13.14** Contractor shall be aware that work performed, and materials and parts supplied under this contract will be monitored by City staff. Parts, maintenance procedures and workmanship will be those as recommended by the manufacturer of the equipment, and professional trade standards.

**4.13.15** Contractor shall confine operations and work force to space allowed by law and as allotted by the City. The contractor at his/her expense shall protect and be responsible for any damage to adjacent buildings, property, etc.

- 4.13.16** Contractor must furnish inspection and service reports to the City's CDDR or designee for a signature verifying that the service or repair was performed and checked. A copy of the report shall be provided to the CDDR.
- 4.13.17** Contractor shall park only in designated parking spaces whenever performing services at any location. Contractor shall park vehicles legally and pay any associated costs for parking if applicable. City will not be responsible for any violations, fines or tickets incurred by Contractor.
- 4.13.18** Contractor shall perform all work safely and follow required safety standards to include but not limited to OSHA, NFPA, Federal, State, County and City codes as applicable.
- 4.13.19** Contractor shall provide all necessary safety barriers at the job sites(s) during the execution of work to alert building occupants of potential hazards.
- 4.13.20** Contractor shall remove all trash and debris generated by Contractor's work. The service area shall be kept clean and maintained. No debris shall be dumped or left about the building or surrounding areas. Upon completion of work, the serviced areas shall be left clean and free of all trash, scraps, cartons, etc.
- 4.13.21** Contractor and their supervisor(s), technicians, and service representatives shall follow all required security standards to gain access to the facilities and must obtain an identification badge from the Security Office prior to performing any work.
- 4.13.22** Contractor shall incur all associated costs and fees for the City's required COSA training, background checks, airfield non-movement driver's license and ID badges (Exhibit II).
- 4.13.23** Contractor shall provide a company contact and the following minimum information:
  - 4.13.23.1** Name
  - 4.13.23.2** Title
  - 4.13.23.3** Office Phone
  - 4.13.23.4** Cell Phone
  - 4.13.23.5** Email

#### **4.14 SUBMITTALS:**

- 4.14.1** Contractor shall ensure that proper documentation required by Section 4.4 – Proof of Licensing and Capability, pertaining to manufacturers' certifications and other documents validating Contractor's and their technicians' qualifications are available upon City request.
- 4.14.2** Product and Material Data: Within one (1) calendar days after notice to proceed, issuance of an RFOCP, the Contractor shall submit product and Material data for each type of product indicated or anticipated to be used under the RFOCPs to the CDDR. The product data shall include a manufacturer's printed statement of Volatile Organic Compounds content. For Other Services or other requirements, Contractor shall provide the Material data information within five (5) calendar days after notice to proceed or issuance of City Purchase Order.
- 4.14.3** In addition to the Invoicing and Payment terms in Section 006 - General Terms and Conditions and Exhibit 4 Working with COSA – Keys to Faster Payments, all invoices shall be submitted to Accounts Payable with a copy to the CDDR.
  - 4.14.3.1** Invoice shall include Purchase Order number.

- 4.14.3.2** Invoices shall be legible.
- 4.14.3.3** Items billed on invoices shall be specific as to applicable stock, manufacturer, catalog or part number (if any).
- 4.14.3.4** All invoices shall 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.
- 4.14.3.5** Payment by the City is deemed to be made on the date of mailing the check.
- 4.14.3.6** The following documentation shall be attached to each invoice to validate charges:
  - 4.14.3.6.1** Proof of City Permit Fees Paid (if applicable)
  - 4.14.3.6.2** Proof of final inspection
  - 4.14.3.6.3** Contractor's receipts for Parts
- 4.14.3.7** Aviation department must have warranty letter, service report, and any parts O&M manuals before payment of invoice.
- 4.14.4** If corrections to the invoice are required to meet City's requirements, Contractor shall make the corrections within two (2) business days after e-mail notification from CDDR.
- 4.14.5** Contractor shall provide warranty documents to the CDDR within five (5) calendar days after completion of the work.
- 4.14.6** Contractor shall provide manufacturer maintenance procedures (O&M Manuals as applicable) to CDDR within five (5) calendar days after completion of the work.
- 4.14.7** Contractor shall provide installation procedures to CDDR within five (5) calendar days after notice to proceed or issuance of City Purchase Order.
- 4.14.8** Contractor shall provide a comprehensive written and/or computerized service report after Maintenance and Other Services are completed at each location. The report shall advise of all inspection problems or potential problems and include the work that was performed with photos as required by RFOCPs. The report, including checklists and schedules as required by the RFOCPs, shall be submitted to the CDDR within three (3) calendar days after completion of the work. The report shall include photos showing condition and Equipment information. Payment may be delayed on any if report is not submitted as specified.
- 4.14.9** Contractor shall provide written safety and spill plans within 15 calendar days after award for the fiscal year. Contractor shall provide updated safety and spill plans by September 1<sup>st</sup> for the next fiscal year to CDDR, which period begins October 1 and ends September 30. Contractor shall continue to provide a safety and spill plan annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.14.10** Contractor shall provide a written Quality Control Program within 15 calendar days after award for the fiscal year. Contractor shall provide an updated Quality Control Plan by September 1<sup>st</sup> for the next fiscal year to CDDR, which period begins October 1 and ends September 30. Contractor shall continue to provide updated Quality Control Programs annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.14.11** Contractor shall provide digital photos of failed Parts within 24 hours of the service to the CDDR or as required by the specification/scope of work.

- 4.14.12** Contractor shall provide notification of deficiency and/or impairment of Equipment in writing within 24 hours of the service to the CDDR.
- 4.14.13** Contractor shall provide a list of key staff and point of contact information within 15 calendar days after award to include the required certifications and licenses for key staff to the CDDR. Contractor shall provide a list of key staff by October 1<sup>st</sup> for the next fiscal year, which period begins October 1 and ends September 30. Contractor shall continue to provide a list of key staff annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.14.13.1** Contractor shall update the CDDR within five (5) calendar days of any revisions to the key staff and provide the required certifications and licenses for any new key staff.
- 4.14.14** Contractor shall provide test reports within three (3) calendar days after completing the services to the CDDR.
- 4.14.15** Contractor shall provide inspection reports within three (3) calendar days after completing the services to the CDDR.
- 4.14.16** Contractor shall provide results of all samples taken to the CDDR within one (1) week from the date of performing the samples.
- 4.14.17** Contractor shall provide SAWS and/or CPS forms to the CDDR within three (3) calendar days after completing the services.

#### **4.15 WORK HOURS:**

- 4.15.1** Normal Working Hours: Normal Working Hours are defined as Monday – Friday, 7:00 AM to 5:00 PM, exclusive of City recognized Holidays.
- 4.15.2** Overtime Work Hours: Overtime Work Hours are defined as Monday through Friday 5:01 p.m. to 6:59 a.m., all day on weekends and on City recognized holidays.
- 4.15.3** 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.

#### **4.16 BUILDING RESTRICTIONS:**

- 4.16.1** ACCESS: Contractor shall make prior arrangements with the CDDR for access to the Airport to perform the services and obtain an Airport Personnel Identification Badge.
- 4.16.2** IDENTIFICATION. Contractor shall ensure Contractor's and subcontractors' personnel present a professional appearance and are readily identifiable to City staff when called out, to perform work under this contract. Contractor shall have the following:
- 4.16.2.1** Vehicle(s) with Contractor's Logo
- 4.16.2.2** Contractor Uniforms or Company Logo Apparel. Contractor shall ensure Contractor's 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.



**4.16.2.3 ID Badges:** Contractor shall ensure Contractor's employees and subcontractors performing work under this contract shall wear an Airport Personnel Identification Badge as issued by the Aviation Department in accordance with the City's Badge policy at all times while performing work under this contract. See **Exhibit 3, Procedures for Obtaining Airport Personnel Identification Badge and Airfield Driver's License at San Antonio International Airport.**

**4.16.3 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.

**4.16.4** 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.

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

**4.16.6 SECURITY:** Contractor shall provide a list of all Contractor personnel or subcontractors that shall be performing work at each job site and Contractor and subcontractor 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. All Contractor employees will be required to pass background checks and pass a security exam to be allowed to work in restricted areas.

#### **4.17 WARRANTY:**

**4.17.1** Contractor shall warrant that work performed conforms to the solicitation requirements and is free of any defects 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 one (1) year from the date of final acceptance of the work by the City.

**4.17.2 PERFORMANCE WARRANTY:** Work performed under the solicitation 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 one (1) year after completion of work. The warranty period shall commence upon date of acceptance by the City.

**4.17.3 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 one (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 (1) year, then the warranty period hereunder shall be the length of the manufacturer's warranty. Contractor shall be ultimately responsible for the warranty. Contractor shall provide the CDDR or designee with all manufacturers' warranty documents as required by the solicitation.

**4.17.4** All work performed by Contractor under the terms of this contract shall be performed to the satisfaction of the CDDR. The determination made by the CDDR shall be final,

binding and conclusive on all Parties hereto. City shall have the right to terminate this Contract, in accordance with Section 006 – Termination.

- 4.17.5** All electrical repairs and/or replacement services shall be inspected at the time of completion of repairs, or within one (1) working day of completion for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements within the Contract. Project Manager or designee must obtain a signature on a service ticket that includes date and time of arrival, and departure from or completion from a work site. In the event deficiencies are detected after the inspection by the departmental representative, the repair work shall be rejected, and Contractor shall make the necessary repairs, adjustments, or replacements at no additional cost to the City. Payment shall not be made until the corrective action is complete, and when the electrical repairs and/or replacement services (in question) are re-inspected and accepted.
- 4.17.6** When scheduled for work, the Contractor's personnel shall check in at the offices of the respective Facility Manager. The Contractor shall present daily work orders or schedule. At that time, additional instructions, if any, will be provided by the Facility Manager. When the work is completed, or upon cessation of work, the Contractor shall return to the Facility Manager and complete the Contractor Work Verification Form (Exhibit 8-3) describing services and procedures utilized for the schedule work with appropriate follow-up actions.
- 4.17.7** If needed, the Facility Manager will verify and approve the Contractor Work Verification Form and the Contractor's work order. A copy of the signed log and work order, with approval signature and employee ID number, shall be submitted with the Contractor's invoice for payment. Invoices submitted without the appropriate City log and work order approval will not be processed for payment until proper documentation is received. Contractor shall send separate invoices to the individual Facility Managers as requested by Department staff.

#### **4.18 UNSATISFACTORY PERFORMANCE:**

- 4.18.1** 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:
  - 4.18.1.1** "Call Backs" to correct the previous work performed.
  - 4.18.1.2** 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.
  - 4.18.1.3** Contractor does not provide submittals as required by the solicitation.
  - 4.18.1.4** Contractor does not complete the work as required by the solicitation.
  - 4.18.1.5** Contractor does not provide invoices as required by the solicitation.
  - 4.18.1.6** Contractor does not meet the project schedules as required by the RFOCP.
  - 4.18.1.7** Contractor does not meet performance requirements as required by the solicitation and RFOCP.
  - 4.18.1.8** Contractor does not meet contract and City Department meeting requirements as required by the solicitation.

- 4.18.1.9 Contractor does not meet documentation requirements as required by the solicitation and RFOCP.
- 4.18.1.10 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.
- 4.18.1.11 Contractor does not have and/or demonstrate an effective and efficient Quality Control Program as required by the solicitation.

#### **4.19 DELIVERY, STORAGE AND HANDLING REQUIREMENTS:**

- 4.19.1 Material shall be delivered to the job site by Contractor and the quantity shall be sufficient to provide services.
- 4.19.2 Material shall be protected from the environment and secured to prevent theft and/or vandalism.
- 4.19.3 Contractor shall not store Material, Parts or components in the mechanical rooms without written authorization from the CDDR.
- 4.19.4 Contractor must ensure that the purchase, delivery and storage of materials and equipment are made without interference to the City operations and personnel.

#### **4.20 QUALITY ASSURANCE AND CONTROLS:**

- 4.20.1 Only trained and certified Contractor or Subcontractor technicians shall be used to provide services. Helpers shall work under direct supervision of supervisors and technicians.
- 4.20.2 Only products shipped directly from manufacturer or an approved distributor shall be used for this contract.
- 4.20.3 Contractor shall ensure that quality standards are met during and after all services.
- 4.20.4 All services shall meet codes and manufacturer's standards.
- 4.20.5 Contractor is responsible for quality services and quality control procedures.
- 4.20.6 Contractor shall provide a report that shows requirements were met.
- 4.20.7 The program shall meet ISO 9001 or similar standards.

#### **4.21 SERVICES AND RESPONSE TIME:**

- 4.21.1 Contractor shall maintain the services of a professionally staffed telephone answering system so that immediate and continuous contact on a 24 hours per day, seven (7) 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.
- 4.21.2 Contractor shall provide a point of contact (name and phone number) to be available 24/7 including weekdays, weekends, and holidays.
- 4.21.3 Contractor shall provide names and phone numbers of the technicians providing the services under this contract.

**4.21.4** If the RFCSP includes work that is not in the unit price books, then the parts and components for Other Services shall be at Contractor's cost-plus markup per the price schedule. Contractor shall provide copies of receipts for all Parts and supplies to the CDDR with the service invoice.

**4.21.5** **MAINTENANCE SERVICE:** Contractor shall perform the Maintenance Services in accordance with the RFCSP. The RFCSP proposal shall include a schedule. The Contractor shall perform the Maintenance Services on the scheduled date. If unforeseen conditions arise, (example bad weather during the scheduled date) on the initial proposed scheduled date, Contractor shall notify CDDR via email or phone call. The rescheduled service shall be performed within 14 calendar days of the original Maintenance date.

**4.21.5.1** Inspection, maintenance and non-emergency repairs of electrical systems shall be conducted during Normal Working Hours Monday through Friday 7:00 a.m. to 5:00 p.m.

**4.21.5.2** Contractor shall perform all necessary labor on the existing equipment to replace parts and components that fail during the testing and inspection of the systems. Once a part has failed and must be replaced the Contractor must notify and seek approval from the CDDR or designee prior to performing the replacement work.

**4.21.5.3** Contractor shall identify and document electrical systems malfunctions. All system malfunctions shall be reported to the CDDR in writing within 24 hours.

**4.21.5.4** Contractor shall inspect and replace malfunctioning components, gauges and meters. The CDDR or designated representative must provide authorization of the estimate before proceeding.

**4.21.5.5** Contractor shall remove, repair, and replace defective electrical systems components that have been installed by the Contractor. This shall be at the Contractor's sole expense.

**4.21.5.6** Contractor shall use precision test equipment to troubleshoot malfunctions and inspect parts for excessive wear and other conditions.

**4.21.5.7** If a deficiency is not corrected at the conclusion of the system inspection, testing, and maintenance procedure, the CDDR or designated representative shall be informed of the impairment in writing within 24 hours.

**4.21.5.8** The service report that identifies the deficiency shall note the required repairs, placement of the inspection tag, and define the system's current condition.

**4.21.5.8.1** Contractor shall notify the CDDR of any condition that impairs the continued safe use of the equipment covered under the scope of this contract, including, but not limited to: conditions which may cause injury; conditions which may cause damage to the equipment; conditions which may be hazardous; and conditions that require the system to be replaced (e.g., manufacturer's notices for re-call, etc.)

**4.21.6** **EMERGENCY & URGENT SERVICES:**

**4.21.6.1** Contractor shall verbally respond to all requests for emergency and urgent services regarding a malfunctioning electrical system within one (1) hour and

be onsite to perform repairs within two (2) hours after being contacted during both Normal Working Hours and Overtime Working Hours.

- 4.21.6.2** Emergency and urgent work shall be performed during normal working hours whenever possible; however, services shall be performed 24 hours, seven (7) days a week if deemed necessary by the City's CDDR.
- 4.21.6.3** Contractor shall have a minimum of one (1) Licensed Electrician respond on site after receipt of the initial notification request from CDDR.
- 4.21.6.4** Contractor shall contact the CDDR upon arrival at the job site.
- 4.21.6.5** If an inspection reveals a problem exists in the Equipment, which is attributable to Contractor's lack of adherence to Maintenance and quality controls, the total cost of the Emergency Service visit, including Parts and labor, shall be borne by Contractor, and no additional charges shall be authorized by the City. If the problem is not attributable to Contractor's lack of adherence to Maintenance and quality controls, then Contractor shall invoice the City based on labor rates and Parts upcharge/discount or based on the unit price book depending on the RFCSP proposal per Attachment B, Price Schedule.
- 4.21.6.6** An emergency or urgent call is any condition that can potentially impact the health, safety and welfare of City employees and the public as determined solely by the City. The City will identify emergency and urgent calls at time of notification.
- 4.21.6.7** Contractor shall not begin any work unless specifically requested by the CDDR in writing by issuance of a purchase order or by an email from CDDR. After a request by email, a purchase order will be provided by CDDR within seven (7) business days after receipt of proposal. Contractor shall provide a quotation of the work to be performed with an estimated cost for service calls within one (1) business day for Emergency and Urgent service calls. This work shall be billed in accordance with labor and Parts charges or based on the unit price book depending on the RFOCP proposal and in accordance with Attachment B Price Schedule. The City shall not pay for any unauthorized Parts or labor charges. Contractor shall submit invoices for Emergency and Urgent service work with the City's purchase order number reflected on the invoice.
- 4.21.6.8** Some emergencies and urgent circumstances are of such a nature that it is impossible to wait for issuance of a purchase order or creation of an estimate. The CDDR will determine which situations fall under these circumstances and Contractor shall provide the services needed as directed.
- 4.21.6.9** Equipment parts and components shall be charged at cost plus markup per the price schedule. Contractor shall provide copies of receipts for all parts and supplies to the CDDR with the service invoice.
- 4.21.6.10** The work shall be completed on the same day of the notification, but not to exceed 24 hours from the time of arrival to the site. If work cannot be completed during the same day of the notification due to unavailability of Material, Contractor shall get the system operational using temporary methods if possible. The Contractor shall order Material within four (4) hours and shall receive Material within 24 hours of the initial notification. The Equipment shall be back to normal operations within 48 hours of the initial notification. If these requirements cannot be met, Contractor shall provide documentation to the CDDR for evaluation and a final completion date. The information shall be provided within two (2) hours from the time of arrival to the site.

#### **4.21.7 ROUTINE SERVICES (NON-EMERGENCY):**

- 4.21.7.1** Contractor shall call back the CDDR within 30 minutes of receipt of phone call or email from CDDR, stating that there is an issue requiring service for any of the electrical systems and supporting equipment referenced within this contract.
- 4.21.7.2** Contractor technician(s) shall respond on site to perform repairs within four (4) hours of Contractor's receiving the notification during Normal Working Hours.
- 4.21.7.3** Non-emergency work shall be performed during Normal Working hours, 7:00 a.m. till 5:00 p.m. M-F. City may require Contractor to perform non-emergency work that could have a negative effect on passengers or tenants between midnight and 5:00 a.m.
- 4.21.7.4** Contractor shall have a minimum of one (1) qualified technician respond on site after receipt of the initial notification request from CDDR.
- 4.21.7.5** Contractor shall contact the CDDR upon arrival at the job site.
- 4.21.7.6** If an inspection reveals a problem exists in the Equipment which is attributable to Contractor's lack of adherence to Maintenance and quality controls, the total cost of the Routine Service visit, including parts or components and labor, shall be borne by Contractor, and no charges will be authorized by the City. If the problem is not attributable to Contractor's lack of adherence to Maintenance and quality controls, then Contractor shall invoice the City based on labor rates and Parts upcharge per Attachment B, Price Schedule or based on the unit price book depending on the RFCSP proposal per Attachment B, Price Schedule.
- 4.21.7.7** Equipment parts and components shall be charged at cost plus markup per the price schedule. Contractor shall provide copies of receipts for all Parts and supplies to the CDDR with the service invoice.
- 4.21.7.8** The work shall be completed on the same day of the notification. If work cannot be completed during the same day of the notification due to unavailability of Material, the work shall be accomplished within 14 calendar days after identifying the Material and other requirements and with City's approval. All requirements shall be identified within 24 hours of the notification. Material requirements shall be processed and ordered within 24 hours of receipt of notification. Contractor shall receive Material within seven (7) days of the notification. If these requirements cannot be met, Contractor shall provide documentation to the CDDR for evaluation and a final completion date.
- 4.21.7.9** Contractor shall not begin any work, unless specifically requested by the CDDR in writing by issuance of a purchase order or by a request in writing by email from CDDR. Contractor shall provide a quotation of the work to be performed with an estimated cost for service within 24 hours of the request.

#### **4.21.8 MAJOR REPAIR SERVICES:**

- 4.21.8.1** Contractor shall inform the CDDR if repairs are needed. Major repairs require CDDR written approval before initiating work.
- 4.21.8.2** Major repairs shall constitute any repairs exceeding \$3,000 in cost.
  - 4.21.8.2.1** Any repair that exceeds \$500,000 shall require a change order and approval by San Antonio City Council via passage of an ordinance.

**4.21.8.3** Contractor shall start major repairs within two (2) calendar days after receiving the purchase order from the City.

**4.21.9 CALL BACKS AND RESPONSE TIME:**

**4.21.9.1** Call backs are returns for inspections or service for an incident that City previously requested, and for which Contractor previously reported as having completed the services. Call back service is included at no additional cost to City. Call back response time shall be in accordance with an Emergency Service call.

**4.22 OUT OF SERVICE CREDITS:**

- 4.22.1** Whenever any Equipment or related components are inoperable or malfunctioning for extended periods, substantial and intangible harm may accrue to the City, its citizens and patrons. Therefore, it is imperative that Contractor responds to City's requests for service in a timely manner and completes all Maintenance and Other Services repairs within the time periods provided. Time is of the essence.
- 4.22.2** The City may invoke Out of Service Credits if Contractor fails to return a call for service within the 30-minute response period or fails to respond onsite to a request for service within two (2) hours for routine calls or within one (1) hour for Emergency Calls. The applicable respective two-hour (2) or one-hour (1) period starts when Contractor receives notification from the CDDR via a service call. Contractor shall be deemed to have received the service call or email at the time it is sent by City.
- 4.22.3** City may also invoke Out of Service Credits if Contractor fails to: (a.) complete Maintenance Service within three (3) calendar days of the originally scheduled maintenance date; (b.) provide a quotation of the work to be performed with an estimated cost for repair within twenty four (24) hours of the request, or, in the case of Emergency Requests, within the same business day; (c.) complete Routine Service requests within five (5) calendar days after receipt of City's purchase order, if work cannot be completed during the same day of notification due to unavailability of Materials; (d.) complete Urgent Service requests within three (3) calendar days after receipt of City's purchase order or notice to proceed by email if work cannot be completed during the same day of notification due to unavailability of Materials; and (e.) complete Emergency Service requests within 24 hours after receipt of City's purchase order or notice to proceed by email if work cannot be completed during the same day of notification due to unavailability of Materials.
- 4.22.3.1** Scheduled service work that is not completed and results in an inoperable system shall not be cause for a waiver of the Out of Service Credit.
- 4.22.4** The City may, at its discretion, instruct Contractor to perform this work at another specified time, in which case the Out of Service Credit will not be invoked. The service credit does not apply to Force Majeure conditions, or when units are taken out of service to accomplish pre-planned, City approved activities.
- 4.22.5** The Out of Service Credit is **\$50.00 per hour or fraction of an hour**, for each failure to meet a required response time, failure to provide a quotation of the work to be performed within the required period, and for each failure to complete repairs within the required period and continues to accrue until such time as Contractor responds, provides the quotation, or completes the repair, as applicable. Acceptable operation of Equipment must be verified by the CDDR for repairs to be considered completed.

- 4.22.6** The Out of Service Credit is not invoked in those instances where inoperable systems are a result of an accident caused by others and not due to Contractor's error, lack of Maintenance, negligence, or failure to meet the response times indicated herein. Contractor is responsible for ensuring that the CDDR is made aware of these situations within 30 minutes of arrival.
- 4.22.7** The Out of Service Credits apply to Equipment and related components separately; therefore, simultaneous breakdowns of several units may invoke multiple Out of Service Credits. However, Out of Service Credits shall not be applied in such a manner that would result in Contractor paying double or multiple credits for one item of Equipment that is inoperable.
- 4.22.8** The CDDR shall be the final authority on whether or not an Out of Service Credit is invoked. When an Out of Service Credit has been invoked, Contractor shall calculate such service credit and Contractor shall include the deduction on the next invoice. If the amount of the Out of Service Credit exceeds the amount of the invoice, Contractor must continue to apply the service credit to subsequent invoices until the full amount has been applied. If the contract is at the end of its term, Contractor shall pay City any balance due in Out of Service Credits within 30 calendar days of the contract's expiration or termination. City's failure to invoke Out of Service Credits at any point in time shall not be deemed a waiver. Continual failures by Contractor to expedite work to correct malfunctions is cause for termination of the contract and use of performance bond monies, among other things, may be utilized to perform required services.
- 4.22.9** **Liquidated Damages for Delay:** The parties agree that the actual damages that might be sustained by the City by reason of the breach by Vendor of its covenant to make delivery within the time specified herein, is uncertain and would be difficult of ascertainment, and **that the sum of \$50.00 per hour or fraction of an hour that service is late would be a reasonable compensation** for such breach. Vendor hereby promises to pay, and City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, the parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. If Vendor's delay exceeds 30 days, City may, at its option, elect to terminate this contract in whole or in part. In such event, City may pursue actual damages, rather than applying these liquidated damages provision.
- 4.22.10** **Force Majeure.** Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then this Out of Service Credits provision is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

#### **4.23 UNIT PRICE REQUIREMENTS**

- 4.23.1** The Contractor shall use a national unit price system to determine the price of any work under this solicitation. The City uses current year and quarter RS Means Cost Data as the national recognized unit price system. The contractor shall provide price information using the RS Means Format (see table below). The information shall be provided in an excel file and on PDF



		Work Crew Information		Bare Costs			Total Cost Bare Costs	Total Costs including O&P
RS Means Division Information	Description of the Work	Crew	Daily Output	Labor Hours	Unit	Material	Labor	Equipment

- 4.23.2** The most current year and quarter RS Means Data software information shall be used to develop the price information for any work.
- 4.23.3** RS Means area cost factor shall be applied after all unit cost information is added for the proposed work (see example below).
- 4.23.4** If the specific job task is not listed in any RS Means software or does not represent the actual work, then the Contractor shall use the labor rates stated in the Attachment B – Price Schedule supporting the proposed cost for the job task. The documentation shall include but it shall not be limited to parts invoices, estimated labor hours with supporting documentation, subcontractor proposal, etc. These items shall be based on the hourly rates and material Contractor's costs submitted on Attachment B, Price Schedule.
- 4.23.5** Contractor's Coefficient shall be applied to the applicable price after the area cost factor (see example below).

Total for Unit Book Priced Items	\$1,000.00
RS Means Area Cost Factor for San Antonio	0.80
Subtotal for Unit Price Items	\$800.00
Contractor Coefficient	1.10
Total for Unit Price Items	\$880.00
Total for Non-Unit Price items (labor rate, labor hours, material, equipment, markups, etc.)	\$100.00
Total Cost for RFOCP	\$1,080.00

#### **4.24 SPECIAL CONDITIONS:**

- 4.24.1** Contractor will not be responsible to install additional Equipment that may be required or recommended by insurance companies, governmental agencies, or others.
- 4.24.2** There shall be escalation of labor hour cost based on the Consumer Price Index (CPI) for items that are not in the Unit Price Book. Other costs shall be based on the current Unit Price Book. See section 005 – Supplemental Terms & Conditions, CPI.
- 4.24.3** If at any time, after the date of the proposal, Contractor reduces the comparable price of any article or service covered by this contract to customers other than City, the price to City for articles or services shall be reduced proportionately. Such reductions shall be effective at the same time and in the same manner as the reduction in price to customers other than the City. In addition to invoicing at the reduced prices, Contractor shall furnish promptly to City complete information as to such reductions.

- 4.24.4** City reserves the right to make, or cause to be made, inspections and tests whenever it deems advisable or necessary to ascertain that the requirements of this specification and scope of work are being fulfilled. Contractor agrees to furnish personnel to accompany the City or its representatives during such inspections at no cost to the City. Deficiencies noted shall be submitted in writing to Contractor. Contractor shall, promptly (within ten (10) calendar days, unless otherwise provided in this RFCSP or agreed upon), correct deficiencies covered under the terms of this specification/scope of work at Contractor's expense.
- 4.24.5** Should Contractor require remote monitoring of the Equipment to facilitate its maintenance program, Contractor shall first receive approval in writing from CDDR; all related installation and maintenance costs shall be at Contractor's expense.
- 4.24.6** Contractor shall pay for all state and local inspection fees with regard to operation of Equipment covered by this specification and scope of work.
- 4.24.7** The City may provide information to enable Contractor to render Services hereunder, or Contractor may obtain information about Property or develop such information from the City. Contractor agrees:
- 4.24.7.1** To treat, and to obligate Contractor's employees, subcontractors and suppliers to treat as confidential all such information whether or not identified by the City as confidential.
- 4.24.7.2** Not to disclose any such information or make available any reports, recommendations or conclusions which Contractor may make on behalf of the City to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining the City's written approval, except to the extent necessary in connection with performing Services or when required by law.
- 4.24.8** Contractor shall not, in the course of performance of this specification and scope of work, or thereafter, use or permit the use of the City name or the name of any affiliate of the City, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other Materials prepared by or on behalf of Contractor without the prior written approval of the City, as applicable.
- 4.24.9** Contractor shall complete any required scheduled maintenance, service calls, repair and/or replacement of all defective parts prior to the end of the contract period. In the event this is not accomplished prior to completion of contract, the City reserves the right to procure the service elsewhere and charge Contractor for the difference in cost of such services. Contractor shall pay the said sum within twenty (20) calendar days of receipt of the City's notice. This provision shall survive termination of this agreement.
- 4.24.10** Electrical Components, Devices, and Accessories: All components, devices, and accessories shall be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to the Authority Having Jurisdiction (AHJ) and marked for intended use. All electrical work shall be performed by an electrical Contractor licensed in the State of Texas.
- 4.24.11** Electrical Components, Devices, and Accessories: All components, devices, and accessories shall be listed and labeled as defined in the International Electrical Code, by a testing agency acceptable to the AHJ and marked for intended use. All electrical work shall be performed by Electrical Contractor licensed in the State of Texas.
- 4.24.12** Contractor shall solve problems:

To solve any specific problem, and at the request of the CDDR, Contractor shall provide analysis reports. Analysis reports shall be submitted, within ten (10) days from the date of collection, to the CDDR.

#### **4.25 CRIMINAL BACKGROUND CHECKS:**

- 4.25.1** Contractor is responsible for assessing risk and maintaining effective background checks 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.
- 4.25.2** Contractor is responsible for any costs incurred in conducting criminal background checks.

## **005 - SUPPLEMENTAL TERMS & CONDITIONS**

### **Original Contract Term:**

This contract shall begin upon the effective date of the ordinance awarding the contract or March 1, 2025, whichever is later. The contract shall terminate on February 28, 2027.

### **Renewals:**

At City's option, this Contract may be renewed under the same terms and conditions for three (3) additional one-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 therefor.

The City intends to award up to two (2) contracts, as a result of this RFCSP; however, the final number of awarded contracts will be determined by number of proposals received and the outcome of the evaluation process.

The base contract term shall be an initial period of two (2) years. At City's option, this Contract may be renewed annually under the same terms and conditions for up to three (3), one-year period(s). The City hereby establishes the maximum aggregate contract price of \$2,500,000 which includes the initial term and all renewals for all awarded contracts. The City does not guarantee any number or dollar value of jobs, tasks or purchase orders allocated for each contract.

### **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 (3) 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 therefor.

### **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 numbers
- 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 ten (10) business days of request by City, and no later than five (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

If selected to provide the services described in this RFCSP, CONTRACTOR shall be required to comply with the insurance requirements set forth below.

No later than 30 days before commencement of services, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Aviation Department. The certificate must be:

- clearly labeled with the name of the contract in the Description of Operations block.
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance); and
- properly endorsed and have the agent's signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY's Aviation Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this RFCSP, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for this contract.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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. If the Respondent claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$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. Property Damage to include Fire and Legal Liability f. Independent Contractors*	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence if AOA access required \$5,000,000 CSL
*5. Professional Liability (Claims-made basis) *To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
*6. Installation Floater	All Risk Policy written on occurrence basis for 100% replacement cost of "equipment & materials" to be installed to any new or existing structure.
*7. Umbrella or Excess Liability Coverage	\$2,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage. (per occurrence limit depends on scope of operation)
*If Applicable	

CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. CONTRACTOR shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within ten (10) days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio  
Attn: Aviation Department – Facilities Maintenance Division  
P.O. Box 839966  
San Antonio, TX 78283-3966

CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and 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 CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.

- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- CONTRACTOR shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal, or materials change in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, 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 Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies CITY may have upon CONTRACTOR's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting 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.

CONTRACTOR's insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

#### Proposal Bonds:

Contractor must submit a proposal 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 \$10,000.00. The Proposal Bond shall be valid for 180 days following the deadline for submission of bids. The Proposal 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 proposals received without a Proposal Bond will be disqualified.



Respondent must provide the original Proposal Bond to the **City of San Antonio Finance Department, Procurement Division, [On Call Electrical Services for San Antonio Airport System; RFCSP 25-019; RFx 6100018600], P.O. Box 839966, San Antonio, TX 78283-3966 or City of San Antonio Finance Department, Procurement Division, [On Call Electrical Services for San Antonio Airport System; RFCSP 25-019; RFx 6100018600], 100 West Houston St., San Antonio, TX 78205** prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent's electronic submission through the SAePS Portal.

#### 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-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 made a part of this Contract. Contractor shall forfeit, as a penalty to City, 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, as far 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 Exhibit 2.

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 (7) 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 ten (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 (1) year thereafter;

notify the City in writing by certified mail or personal delivery, within ten (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 RFCSP 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.

### Mandatory Federal Contract Provisions

#### I. Title VI Notice

The City of San Antonio in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

#### II. General Civil Rights Provisions

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### III. Title VI Clauses Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

IV. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### V. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

VI. Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

VII. DRUG-FREE WORKPLACE

(a) Definitions. As used in this clause—

“Controlled substance” means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one (1) employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about—
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b) (1) of this clause;

- (4) Notify such employees in writing in the statement required by paragraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will—
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;
- (5) Notify the Contracting Officer in writing within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b) (1) through (b) (6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

#### Incorporation of Exhibits and Attachments.

Each of the exhibits and 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:

- Exhibit 1 – Small Business Economic Development Advocacy (SBEDA) Program
- Exhibit 2 – **Prevailing Wage Rates revised 11.22.24**
- Exhibit 3 – Procedures for Obtaining Airport Personnel Identification Badge and Airfield Driver's License at San Antonio International Airport
- Exhibit 4 – COSA – Keys to Faster Payments
- Attachment A – Part One – General Information Form
- Attachment A – Part Two – Experience, Background and Qualifications
- Attachment A – Part Three – Proposed Plan
- Attachment B – Price Schedule
- Attachment C – Contracts Disclosure Form
- Attachment D – Litigation Disclosure Form
- Attachment E – SBEDA Ordinance Compliance Provisions AND Small Business Economic Development Advocacy (SBEDA) Form – Utilization Plan
- Attachment F – Veteran Owned Small Business (VOSB) Preference Program Tracking Form
- Attachment G – Certificate of Interested Parties (Form 1295)
- Attachment H – Proposal Checklist



## 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 Respondents.

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, TX 78283-3976.

Information Required on Invoice.

All invoices must be in a form and content approved by the City. The City may require modification of invoices, if necessary, in order to satisfy the 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.

**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. Unless otherwise provided in the Supplemental Terms and Conditions section of this document, all prices shown on the Price Schedule shall remain firm for the duration of the contract. Vendor's price stated on the Price Schedule shall be deemed a maximum price. Vendor may provide a lower price at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

**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 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, however, 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 effort attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be affected 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.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

#### 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.

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.

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.

#### State Prohibitions on Contracts:

This section only applies to a contract that:

- (1) is between a governmental entity and a company with ten (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.

"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.

#### 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.

"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.

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.

#### Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 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 energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies 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.

#### Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. 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.

#### HEAT ILLNESS PREVENTION ORDINANCE 2023-08-31-0585

Effective August 31, 2023, the Heat Illness Prevention Ordinance implemented requirements to certain City-funded contracts involving activities in outdoor and unconditioned spaces.

Respondent, as an employer, is currently responsible under the General Duty Clause, Section 5(a)(1) of the Occupational Safety and Health Act of 1970 (the "Act") to provide their employees with a place



of employment that "is free from recognized hazards that are causing or likely to cause death or serious harm to employees", including heat-related hazards that are likely to cause death or serious bodily harm.

The San Antonio City Council approved an ordinance on August 31, 2023, to provide criteria to further guide contractors in San Antonio heat conditions to better protect its residents and contractor employees working in San Antonio (the "Heat Illness Prevention Ordinance"), which provides:

When the heat index for San Antonio, Texas equals or exceeds 95 degrees Fahrenheit, Contractor is required to take all of the following actions for all onsite workers working outdoors or unconditioned spaces (without air conditioning):

- a) Mandate at least a 15-minute rest break for every four (4) hours worked. No employee may be required to work more than 3.75 continuous hours without a rest break. These rest breaks are in addition to and shall not take the place of other required or otherwise provided rest breaks.
- b) Provide a heat relief station at the Site with a shaded area and water.
- c) Train supervisors and workers to recognize heat hazards and take appropriate actions.
- d) Post signage with City requirements in both English and Spanish within the Site where notices to employees are customarily posted. City will prescribe the size, content, and location of signs within applicable design guidance manuals.
- e) Contractor shall submit a "heat safety plan" as part of Contractor's proposal.

By submitting a proposal to or executing contract documents with the City of San Antonio, Respondent hereby verifies that it agrees to adhere to the City's Heat Illness Prevention Ordinance 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.

#### City Data

Vendors awarded a contract with the City of San Antonio agree to comply with the City's Data Governance Administrative Directive 7.12 and Data Security Administrative Directive 7.3a in the same manner required of City employees, interns, volunteers and trainees, for City Data arising out of, resulting from or related to Vendor's activities under such contract.

As between City and Vendor, City is and will remain the sole and exclusive owner of all right, title, and interest in and to all City Data, including all intellectual property rights relating thereto, subject only to any limited license expressly granted to Vendor, and Vendor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Vendor materials, including all intellectual property rights relating thereto, subject only to the authorization and license granted to City.

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

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

Entire Agreement. This contract, including City's final electronically posted online version together with its authorizing ordinance and its price schedule(s), addendums, attachments, 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. Any addendums issued to the final electronically posted online version of this solicitation shall control in the event of a conflict therewith. Addendums shall be interpreted in order of the date issued, with those issued most recently taking priority.**

## 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 (1) respondent only.

Alternate Proposal - two (2) or more proposals with substantive variations in the item or service offered from the same respondent in response to a solicitation.

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

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

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

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

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 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 – EXHIBITS/ATTACHMENTS**

**RFCSP EXHIBIT 1**

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

(Posted as a separate document).

## RFCSP EXHIBIT 2

### **PREVAILING WAGE RATES revised 11.22.24**

(Posted as a separate document).

**RFCSP EXHIBIT 3**

**PROCEDURES FOR OBTAINING AIRPORT PERSONNEL IDENTIFICATION BADGE AND  
AIRFIELD DRIVER'S LICENSE AT SAN ANTONIO INTERNATIONAL AIRPORT**

(Posted as a separate document).



## **RFCSP EXHIBIT 4**

### **COSA – KEYS TO FASTER PAYMENTS**

(Posted as a separate document).

## RFCSP ATTACHMENT A, PART ONE

### GENERAL INFORMATION

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

(NOTE: Co-Respondents are two (2) 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: \_\_\_\_\_

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. If you are conducting business in Texas, it is likely you will have to register your business with the State Comptroller. Depending on the type of business you conduct, you may also be required to obtain a permit, collect and or pay tax, and file tax returns.)

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

Unique Entity ID (generated by SAM.gov): \_\_\_\_\_

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: \_\_\_\_\_

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

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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:

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List Related Companies:

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- 2. Contact Information:** List the one (1) 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 12 months?

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

- 4.** Is Respondent authorized to do business in the State of Texas?

Yes \_\_\_\_ No \_\_\_\_ If "Yes", provide Texas Secretary of State registration number.

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(If "No", please note the City of San Antonio requires Respondents selected for award of a contract register with the Texas Secretary of State. Changes to the registered agent or registered office information must always be filed with the Texas Secretary of State and comply with applicable

statutory requirements. A sole proprietor, conducting business under an assumed name (a name other than the surname of the individual), shall file an assumed name certificate with the Office of the Bexar County Clerk. Any associated costs, fees or expenses should be considered in Respondent's price proposal.)

5. Where is the Respondent's corporate headquarters located? \_\_\_\_\_

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.

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

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.

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

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.

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

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? Yes \_\_\_\_ No \_\_\_\_

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 their 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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- 12. Financial Review:** Is your firm publicly traded? Yes \_\_\_\_ No \_\_\_\_ If "Yes", provide your firm's SEC filing number.

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## REFERENCES

**Provide three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to 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 of the references you have submitted. City references are not allowed.

**Reference No. 1:**

Firm/Company Name \_\_\_\_\_

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

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

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

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

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

Date and Type of Service(s) Provided: \_\_\_\_\_

**Reference No. 2:**

Firm/Company Name \_\_\_\_\_

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

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

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

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

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

Date and Type of Service(s) Provided: \_\_\_\_\_

**Reference No. 3:**

Firm/Company Name \_\_\_\_\_

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

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

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

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

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

Date and Type of Service(s) Provided: \_\_\_\_\_

## **RFCSP ATTACHMENT A, PART TWO**

### **EXPERIENCE, BACKGROUND AND 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. Provide response below each item.

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 ventures 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 electrical staff meets the journeyman license requirements for the State of Texas, United Association of Journeymen and the Apprentices of the Electrician; National Inspection, Testing and Certification Corporation Journey Level Electrician, and/or comparable requirements of other organizations. Provide a copy of valid Electrician License issued by the Texas State Board of Electrician 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, chemical usage safety training, and the ability to work in confined spaces.
9. Additional Information: Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## RFCSP ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit the following items. Provide response below each item.

1. **Ready to Work** - The City has implemented Ready to Work which is an education and job placement program. Respondents can learn more about this initiative at Ready to Work ([sanantonio.gov](http://sanantonio.gov)) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.
2. **Ramp Up Plan (Mobilization Plan)** – Describe how Respondent will ramp up to meet Equipment Scheduled Maintenance, inspection and Other Services requirements and implement contract upon award. Provide information such as staffing, availability of equipment, chemicals, parts, and Other Services, and customer service. Provide an implementation timeline beginning upon notice of award for Respondent to be able to mobilize.
  - a. Describe the steps or actions the vendor will take to become familiar with the equipment, at the different locations.
  - b. Explain how Respondent is planning to develop the required plans.
3. **Staffing and Organization Plan (Staff who will be servicing the Contract)** – Describe Respondent's Staffing Plan to provide the required services by the specification/scope of work for the Equipment listed in the solicitation.

For each person to be assigned to work under the contract, provide certifications, licenses, experience and education, proof of manufacturer training and areas of responsibility. Include the person(s) who will be assigned primary responsibility for administration of the resulting contract and for supervision of performance of work under the contract, if different. Provide 24/7 telephone numbers and e-mail addresses for this person(s).

Provide a reporting/workflow hierarchy reflecting Respondent's proposed team to perform under the contract. For each position reflected on the organizational chart, provide the following information for individual(s) assigned to each position.

The Staffing and Organization Plan shall address these items:

Provide the number of personnel that is proposed for this contract.

- a. Explain Respondent's staff roles and responsibilities that will be assigned as part of this contract.

Describe Respondent's current capacity to serve the contractual duties of this contract and other contracts as well as the additional capacity that may be required as a result of this annual contract. If additional resources and staff are needed, describe in detail your plan for acquiring these resources.

- a. Describe Respondent's current equipment/materials and resources to perform scope of services.
- b. Quantify and/or list the available equipment/materials and resources to perform scope of services.
- c. Explain how the Respondent is planning to meet the Other Services work as required by the specification/scope of work.



- i. Describe Respondent's response plan for Emergency and Routine service calls. Indicate how Respondent will meet the required minimum response time for each service call. Include information on how Respondent meets (or will meet) the requirement to (establish) maintain an office that allows the required response.
- ii. Explain how Respondent is planning to meet multiple service calls and continue with the Scheduled Maintenance requirements.
- iii. Explain how the Respondent is planning to have sufficient tools and/or materials so these items are not a limiting factor in meeting multiple service calls.
- d. If additional resources are needed, describe in detail your plan for acquiring these resources.
  - i. Explain how additional equipment/material and resources that are readily available to perform required services may be obtained.
- e. Explain how the Respondent is planning to meet technician certification requirements for all services.
- f. Describe process for performing Background Checks on all employees and retention procedure for maintaining background checks.
- g. Describe Respondent's plan for providing service during regular business-hours and after-hours, weekends, and holidays as requested. Provide point of contact information.
- h. Respondent's Contact Information: Regular Business-Hours and After-Hours, including weekends, and holidays:

	Point of Contact:	Phone Number:
Regular Hours: Telephone Number:		
Regular Hours: Cell Phone Number:		
Regular Hours: Pager Phone Number:		
Regular Hours: General Manager Phone		
After Hours: Telephone Number:		
After Hours: Cell Phone Number:		
After Hours: Pager Phone Number		
After Hours: General Manager Phone		

i. Provide an example of your organization plan and the staff that will provide the different services under this contract.

- a. Organizational charts
- b. Technical level and certification for the staff in the organization charts.
- c. Services to be provided by the staff in the organization chart.
- d. Proposed team members and associated roles/responsibilities that will be assigned to the contract.

**4. Customer Service Plan** – Describe Respondent customer service plan and discuss lines of communication and interaction with City Staff and others.

Provide primary point of contact information for Awarded Contractor(s) Account Representative. Respondent shall submit, with its proposal submittal, the name, address, and phone number of the person(s) to be contacted for the coordination of service. Respondent shall submit preferred method(s) to receive service requests from City departments.

- a. Explain how the Respondent is planning to work with the City Staff to meet the scope of work requirements.
- b. Explain how the Respondent's different organization levels are going to work with the City Staff to meet the scope of work requirements.
- c. Explain how the Respondent is planning to provide submittals, invoices, and other documents.

**Awarded Contractor(s) Account Representative:**

<b>Name:</b>			
<b>Title:</b>			
<b>Office Location:</b>			
<b>Mailing Address:</b>			
<b>Fax #</b>			
<b>Email:</b>			
<b>Office Phone:</b>		<b>Cell Phone:</b>	

**Service Request Information:**

Service request shall be placed via:

(check all that apply) \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

<b>Contact Person:</b>	
<b>Phone:</b>	
<b>Fax #:</b>	
<b>Email:</b>	

**5. 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.

6. **Safety Plan** – Describe Respondent’s safety plan. Said plan must address all aspects of the Respondent’s safety procedures including responsibility for OSHA compliance, a heat safety plan, drug testing, trend analysis, corrective action and interface with City inspectors.
7. **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).
8. **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.
9. **Communication Plan** – Describe contract administration/communication procedures. Discuss lines of communications and interaction with City staff and others.
10. **Wages and Benefits Plan** – Indicate the range of wages that Respondent has established for the Manager, Crew Leader(s) and Other Laborer classifications for all full time and part time employees in Respondent’s organization and provide the following:
  - a. Provide the number of full time and part time employees currently employed by the Respondent.
  - b. State the proposed number of full time and part time employees that would be assigned to this contract, if awarded.
  - c. Provide the minimum qualifications and information regarding what factors determine starting wages and subsequent increases for each job classification. Indicate benefits (e.g., retirement, medical, dental, vision, life insurance, disability insurance, wellness, leave and holidays, skills pay, tuition assistance, employee assistance program(s), etc.) that will be provided to these job classifications and provide the cost per employee related to these benefits.
  - d. Indicate the amount and percentage of the costs that are paid by the Respondent and the amount and percentage paid by the employee for each individual benefit. Please provide charts to make this information clear.
  - e. Indicate whether the benefits provided to these job classes are the same, and at the same cost, as benefits provided or made available to other job classifications in the Respondent’s firm.
11. **Additional Information** – Provide any additional plans and/or relevant information about Respondent’s approach to providing the required services.

## RFCSP ATTACHMENT B

### PRICE SCHEDULE

Indicate a fixed price per line item / sub-line item for performing the services and providing the commodities as specified in this RFCSP. **Respondent must propose fixed price for each item / sub-line item of the Price Schedule or Respondent's proposal may be deemed non-responsive.**

**Respondent's proposal must be based on the proposed contract term, including renewal periods, stated in this RFCSP.** Proposing a different term of contract, or renewal terms may lead to disqualification of Respondent's proposal from consideration. As such, Respondent must provide pricing in the manner set forth in the RFCSP's Price Schedule. Failure to do so may lead to disqualification of respondent's proposal from consideration.

Bidder will be deemed non-responsive for line items submitted by Bidder as: "No Bid" or "left blank". Line items marked by Bidder as "Included", "N/C", or \$0.00 will be determined by the City as Bidder will provide service to City at No Charge.

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 Request for On Call Proposal (RFOCP) and Purchase Order (PO).

A. Contractor's Coefficient: Normal Working Hours	<hr/>
B. Contractor's Coefficient: Overtime Working Hours	<hr/>
C. Contractor's Coefficient off of Suggested Retail Price for Materials	<hr/>
D. Contractor's Hourly Rates for Journeyman Electricians for Normal Working Hours (for job items not listed in the RS Means Cost Data Books or Software).	<hr/>
E. Contractor's Hourly Rates for Journeyman Electricians for Overtime Working Hours (for job items not listed in the RS Means Cost Data Books or Software).	<hr/>
F. Contractor's Hourly Rates for Electrician Helpers for Normal Working Hours (for job items not listed in the RS Means Cost Data Books or Software).	<hr/>

E. Contractor's Hourly Rates for Electrician Helpers for Overtime Working Hours (for job items not listed in the RS Means Cost Data Books or Software).	
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**PROMPT PAYMENT DISCOUNT:**

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

**NOTES:**

1. The 4Clicks software or RSMeans **City Cost Indexes (CCI)** coefficient for San Antonio, TX (from the RSMeans Cost Data Catalog) shall be applied to the RSMeans 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 4Clicks software or RSMeans 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 4Clicks software or RS Means prices contained in the Unit Price Book will be replaced with the unit prices in the most current 4Clicks software or RS Means Cost Data Book.
4. For those job items not listed in the specified 4Clicks software or R.S. Means Cost Data Book, pricing shall be determined by applying the same coefficient other applicable current 4Clicks software or R.S. Means publications however, OCP must clearly identify the publication utilized. If the specific job item is not listed in any 4Clicks software or R.S. Means publications, then the price will be determined through selected Respondent's discount off of suggested retail price

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**SAMPLE PRICE SCHEDULE**

*Items A, B, and C shall be the Contractor's Coefficient to be applied to 4Clicks software or RSMeans 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 4Clicks software or RSMeans 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 for submitting a proposal response based upon on the scope of work and terms and conditions of RFCSP 6100018600.***

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

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

**a. Item A:**

*RSMeans Cost Data Catalog value = \$5.00*

*Contractor's Coefficient: Normal Working Hours = 0.75*

*Total Cost to City = \$5.00 x 0.75 = \$3.75*

**b. Item B:**

*RSMeans Cost Data Catalog value = \$5.00*

*Contractor's Coefficient: Overtime Working Hours = 1.50*

*Total Cost to City = \$5.00 x 1.50 = \$7.50*

**c. Item C:**

*RSMeans Cost Data Catalog value = \$5.00*

*Contractor's Coefficient off of Manufacturer's Suggested Retail Price = 0.85*

*Total Cost to City = \$5.00 x 0.85 = \$4.25*

## **RFCSP ATTACHMENT C**

### **CONTRACTS DISCLOSURE FORM**

Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded and completed electronically at:

<https://webapp1.sanantonio.gov/ContractsDisclosure/>

Click on the “Print” button at the bottom of the page and place a copy in your proposal response as indicated in the Proposal Checklist.

For more information on Ethics Code and Disclosures, please visit:

<https://www.sa.gov/Directory/Departments/OCC/Ethics>.

For more information on updates to the Ethics Code and Municipal Campaign Finance Code, approved by City Council on May 2, 2024 and were effective on October 1, 2024, please visit: <https://www.sa.gov/Directory/Departments/OCC/Ethics/Revisions>. Resources are available to include a Vendor Frequently Asked Questions (FAQs) with key changes and compliance requirements for vendors working with the City, including non-profit organizations.

## **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.**



**RFCSP ATTACHMENT E**

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) FORM  
UTILIZATION PLAN**

(Posted as a separate document).

**RFCSP ATTACHMENT F**

**VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM TRACKING FORM**

(Posted as a separate document).

## RFCSP ATTACHMENT G

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

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 6100001234, RFO 6100001234, or RFCSP 6100001234).**

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%; (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.

## RFCSP ATTACHMENT H

### PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
*General Information Form and three (3) Reference Letters RFCSP Attachment A Part One	
Experience, Background & Qualifications RFCSP Attachment A Part Two	
Proposed Plan RFCSP Attachment A Part Three	
Price Schedule RFCSP Attachment B	
+*~Contracts Disclosure Form RFCSP Attachment C	
*Litigation Disclosure Form RFCSP Attachment D	
+SBEDA Form RFCSP Attachment E; and Associated Certificates, if applicable	
+Veteran-Owned Small Business Program Tracking Form RFCSP Attachment F	
+Proposal Bond	
+Certificate of Interested Parties (Form 1295) RFCSP Attachment G	
*Proof of Insurability Insurance Provider's Letter AND Copy of Current Certificate of Insurance	
Financial Information	
+*Signature Page RFCSP Section 007	
Proposal Checklist RFCSP Attachment H	
+ Signed Addenda, if applicable.	
One (1) <b>COMPLETE</b> electronic copy.	

+ Documents marked with a "+" on this checklist require a signature.

\* Documents marked with a "\*" on this checklist are required from Co-Respondents as well as prime contractors.

~ Documents marked with a "~" are required from subcontractors.

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



## **ADDENDUM I**

**SUBJECT:** On-Call Electrical Services for San Antonio Airport System, (RFCSP 25-019, 6100018600), Scheduled to Close: January 10, 2025; Date of Issue: November 15, 2024

**FROM:** Stacey L. Czachor, NIGP-CPP, CPPB  
Procurement Manager

**DATE:** December 6, 2024

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

**THE ABOVE-MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY  
AMENDED AS FOLLOWS:**

1. **DELETED AND REPLACED:** RFCSP Section 009 – Exhibits / Attachments, Section titled, “RFCSP Exhibit 2 – Prevailing Wage Rates” is deleted in its entirety and replaced with “RFCSP Exhibit 2 – Prevailing Wage Rates revised 11.22.24” and posted as a separate document.

*Stacey L. Czachor*

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Stacey L. Czachor, NIGP-CPP, CPPB  
Procurement Manager  
Finance Department - Procurement Division