

ORDINANCE 2022-05-05-0294

APPROVING CONTRACTS WITH CENTRAL ELECTRIC ENTERPRISES AND COMPANY, HJD CAPITAL ELECTRIC, INC., AND ZACHMAN ENTERPRISES INC., DBA FRED CLARK ELECTRICAL CONTRACTOR, TO PROVIDE ON-CALL ELECTRICAL MAINTENANCE AND REPAIR SERVICES FOR AN ESTIMATED ANNUAL COST OF \$480,000.00, NOT TO EXCEED AN AGGREGATE \$2.4 MILLION FOR THE ENTIRE TERM OF THE CONTRACTS, INCLUDING RENEWAL OPTIONS. FUNDING IS AVAILABLE THROUGH EACH RESPECTIVE DEPARTMENT'S FY 2022 ADOPTED BUDGET. FUNDS ARE NOT ENCUMBERED BY THIS ORDINANCE. FUNDING FOR SUBSEQUENT YEARS IS SUBJECT TO CITY COUNCIL APPROVAL OF THE ANNUAL BUDGET.

\* \* \* \* \*

**WHEREAS**, the City released a Request for Competitive Sealed Proposals (RFCSP) for Citywide on-call electrical maintenance and repair services; and

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

**WHEREAS**, staff recommends Central Electric Enterprises and Company, HJD Capital Electric, Inc., and Zachman Enterprises Inc., dba Fred Clark Electrical Contractor, each for award of a contract based on the City's standard RFCSP evaluation process; and

**WHEREAS**, approval of this ordinance will authorize three on-call contracts beginning upon award through December 31, 2023, or the second anniversary of the effective date, whichever is sooner, and three additional, one-year renewals at the City's option, for a total estimated annual amount of \$480,000.00, not to exceed an aggregate \$2.4 million for the entire term of the contracts, including renewal options; and

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

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

**SECTION 1.** The proposals submitted by Central Electric Enterprises and Company, HJD Capital Electric, Inc., and Zachman Enterprises Inc., dba Fred Clark Electrical Contractor, for Citywide on-call electrical maintenance and repair services for a total estimated annual amount of \$480,000.00, not to exceed an aggregate \$2.4 million for the entire term of the contracts, including renewal options, is hereby accepted, subject to and contingent upon the deposit of all

required bonds, performance deposits, insurance certificates and endorsements. A copy of the Score Summary and RFCSP is attached hereto and incorporated herein for all purposes as **Exhibit I.**

**SECTION 2.** Funding for this ordinance will be identified when work orders are issued. If funding for any work order is not previously appropriated, funding will be identified and appropriated through subsequent City Council action. Funding for these contracts is available through each respective department's FY 2022 Adopted Budget. Additional funding is contingent upon City Council approval of the Fiscal Year 2023 and subsequent budgets that fall within the term of the contracts.

**SECTION 3.** Payment is authorized to Central Electric Enterprises and Company, HJD Capital Electric, Inc., and Zachman Enterprises Inc., dba Fred Clark Electrical Contractor, and should be encumbered with a purchase order.

**SECTION 4.** The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

**SECTION 5.** This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

**PASSED and APPROVED this 5<sup>th</sup> day of May, 2022.**



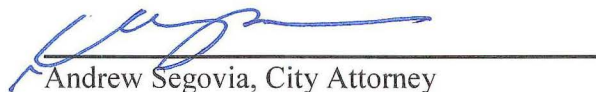
M A Y O R  
Ron Nirenberg

**ATTEST:**

**APPROVED AS TO FORM:**



Debbie Racca-Sittre, Acting City Clerk



Andrew Segovia, City Attorney





## City of San Antonio

### City Council Meeting May 5, 2022

4.

2022-05-05-0294

Ordinance approving contracts with Central Electric Enterprises and Company, HJD Capital Electric, Inc., and Zachman Enterprises, Inc., dba Fred Clark Electrical Contractor, to provide on-call electrical maintenance and repairs for an estimated amount of \$480,000.00 annually, not to exceed an aggregate \$2.4 million for the entire contract term, including renewal options. Funding is available through each respective department's FY 2022 Adopted Budget. Funds are not encumbered by this ordinance. Funding for subsequent years is contingent upon City Council approval of the annual budget. [Ben Gorzell Jr., Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember Viagran moved to Approve on the Consent Agenda. Councilmember Rocha Garcia seconded the motion. The motion carried by the following vote:

**Aye:** Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo, Cabello  
Havrda, Sandoval, Pelaez, Courage, Perry

LC  
05/05/22  
Item No. 4

# Exhibit I



## Exhibit I

## Final Score Matrix

RFCSP 22-012, RFx 6100014621, Annual Contract for On-Call Electrical Services - Citywide  Score Summary *FINAL EVALUATION January 20, 2022	Maximum Points	Central Electric Enterprises & Co. 2320 S.W. 36th St. San Antonio, TX 78237	HJD Capital Electric, Inc. 5424 Hwy 90 West San Antonio, TX 78227	Zachman Enterprises, dba Fred Clark Electrical 28991 IH 10 West, #290 Boerne, TX 78006	CRI Electric, Inc. 2307 Bandera Road, Ste. 101 San Antonio, TX 78228	The Brandt Companies, LLC 6023 Corridor Parkway Schertz, TX 78154	Fox Industries, LLC 4300 S. Congress Ave. Austin, TX 78745	Kilgore Industries, L.P. 10050 Houston Oaks Drive Houston, TX 77064
A - Experience, Background, Qualifications	35	31.33	28.67	27.00	14.83	13.67	15.67	13.67
B - Proposed Plan	30	26.83	25.83	23.00	13.50	13.50	13.50	14.50
A - B SUB-TOTAL	65	58.16	54.50	50.00	28.33	27.17	29.17	28.17
C - Price Schedule	15	11.73	12.64	11.95	11.39	13.88	11.39	10.09
D - SBE Prime Contract Program	10	10.00	10.00	10.00	10.00	0.00	0.00	0.00
D - M/WBE Prime Contract Program	10	10.00	10.00	10.00	10.00	0.00	0.00	0.00
TOTAL SCORE	100	89.89	87.14	81.95	59.72	41.05	40.56	38.26
RANK BASED ON TOTAL SCORE		1	2	3	4	5	6	7

\* One evaluation meeting held with no interviews conducted.



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

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP") 22-012**  
**RFx NO.: 6100014621**

**ANNUAL JOB ORDER CONTRACT FOR ON-CALL ELECTRICAL SERVICES –  
CITYWIDE**

**Date Issued: OCTOBER 8, 2021**

**BIDS MUST BE RECEIVED NO LATER THAN:  
2:00 P.M., CENTRAL TIME, NOVEMBER 24, 2021**

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

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: YES      DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference \* YES

\* Pre-Submittal conference is scheduled for **October 18, 2021, at 10:00 a.m. Central Time**. The Pre-Submittal conference will be held via WebEx meeting. Prospective Respondents may join the WebEx using the following instructions:

**WebEx Call-in: 1-415-655-0001 US TOLL**  
**Meeting number (access code): 2460 882 1340**  
**Meeting password: COSA**

Staff Contact Person: Sonny Muniz Procurement Specialist II, P.O. Box 839966, San Antonio, TX 78283-3966. Email: [ofelio.muniz@sanantonio.gov](mailto:ofelio.muniz@sanantonio.gov)

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



### PROHIBITED CAMPAIGN CONTRIBUTIONS

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

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

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

*\*For this solicitation, the first-day contributions are prohibited is **FRIDAY, OCTOBER 22, 2021.**  
The first day contributions may be made is the 31st day after the contract is approved at a City Council "A" Session.*

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### RESTRICTIONS ON COMMUNICATIONS

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

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

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

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## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

#### Submission of Proposals:

Respondent **MUST** submit proposals electronically.

Submission of Electronic Proposals: Submit one (1) **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

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

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

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

#### Forms Requiring Signatures:

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

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

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

Vendor Registration: Respondent is required to register as a vendor with the City prior to the due date for submission of proposals. Respondent may register at the following site: <http://www.sanantonio.gov/purchasing/saeps>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

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

Electronic Alternate Proposals Submitted Through the Portal: All alternate proposals submitted electronically are recorded with original proposals when submitted electronically.

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

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

Respondents shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in any of the following formats: paper copy, flash drive, or CD ROM. Catalogs shall be mailed to the Finance Department, Purchasing Division, P.O. Box 839966, San Antonio, Texas 78283-3966 prior to bid opening. Respondent shall submit a PDF file for proposals submitted electronically.

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

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



### Restrictions on Communication:

Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed below **by October 25, 2021, at 2:00pm, Central Time**. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail to:

Sonny Muniz Procurement Specialist II  
City of San Antonio, Finance Department – Purchasing Division  
[ofelio.muniz@sanantonio.gov](mailto:ofelio.muniz@sanantonio.gov)

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

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at [SBEDAdocs@sanantonio.gov](mailto:SBEDAdocs@sanantonio.gov). *There is no contact permitted to the Small Business Office regarding this solicitation after the solicitation closing date.*

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

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

### Pre-Submittal Conference:

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

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

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

### Changes to RFCSP:

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

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



#### Preparation of Proposals:

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

**Proposal Format:** Each proposal shall be typewritten, single-spaced and submitted on 8 ½" x 11" page layouts. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the electronic submission through City's portal. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP, Part B, Submission Requirements, and **each section and attachment must be indexed as in the Table of Contents page.** For electronic submissions, each separate section should be attached as a separate file.

#### **Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.**

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

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

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

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

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

#### **Description of Supplies:**

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

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

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

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

#### **Estimated Quantities for Annual Contracts:**

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



#### Respondent's Due Diligence.

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

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

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

#### Interlocal Participation:

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

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

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

#### Rejection of Proposals:

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

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

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

The proposal is conditional; or

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

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

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

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

Withdrawal of Proposals: Proposals may be withdrawn prior to the due date for submission. Proposals submitted electronically may be withdrawn electronically.

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

Join by phone:

- 415-655-0001 US Toll
- Meeting number (access code): 177 587 8554
- Meeting password: COSA



#### Evaluation and Award of Contract:

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

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

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

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

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

#### Inspection of Facilities/Equipment:

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

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

#### Prompt Payment Discount:

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

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

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

#### Prohibited Financial Interest:

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

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

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

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

#### State of Texas Conflict of Interest:

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



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

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

<https://www.ethics.state.tx.us/forms/conflict/>

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together, by mail to the Office of the City Clerk. Please mail to:

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

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

## **PART B**

### **SUBMISSION REQUIREMENTS:**

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

#### **TABLE OF CONTENTS:**

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

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

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

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

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

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

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
- Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>

Instructions for completing the Contracts Disclosure Form are listed below:

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

**PROPOSAL BOND:** Submit proposal bond in the amount of **\$1,500.00**. For electronic submissions, Respondent must provide the original proposal bond to the City of San Antonio, Finance Department, Purchasing Division, **[Annual Job Order Contract for On-Call Electrical Services - Citywide and 6100014621, P.O. Box 839966, San Antonio, Texas 78283-3966 or City of San Antonio Finance Department, Purchasing Division, , 100 West Houston St., Print & Mail Center, San Antonio, Texas 78205]** prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent's electronic submission through the SAePS Portal.

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

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

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

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

ADDENDA: Sign and submit addenda, if any.

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

#### **EVALUATION CRITERIA:**

The City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. The selection committee may select respondents who are judged to be reasonably qualified for interviews, depending on whether further information is needed. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

#### **Evaluation Criteria Points:**

- A. Experience, Background, Qualifications (35 points)**
- B. Proposed Plan (30 points)**
- C. Price (15 points)**
- D. Small Business Economic Development Advocacy Program (SBEDA) (20 points)**

**SBE Prime Contract Program – 10 points** Certified SBE firms (see *Small Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive ten **10** evaluation criteria points, and

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

Certified M/WBE firms (see *Minority/Women Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% M/WBE participation (Prime and/or Subcontractor) will receive ten **10** evaluation criteria points.

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



## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.0 SCOPE:

The City of San Antonio is soliciting proposals from qualified Electrical Contractors to provide "on call" commercial electrical maintenance, inspection, and repair services for electrical systems, equipment, and associated supporting systems through an on call contracting services (OCCS) contract, also referred to as job order contract (JOC). Contractor is expected to furnish the necessary labor, materials, service equipment, tools, transportation, methods of communication, supervision, service reports, supplies, etc. The services required consist of, but are not limited to: Maintenance, Inspection, Testing, and Repair Services for City's electrical systems, equipment, and supporting components. The electrical systems and supporting components shall be referred to herein as "Equipment".

These services are required to preserve the safety, reliability and functionality of the Equipment at various City Facilities throughout San Antonio, TX. The Equipment Maintenance, Inspection, and Repair Services shall consist of, but are not limited to the following: repairing and maintaining the Equipment, performing periodic maintenance and required services to ensure the proper operation of the Equipment (all sizes and types of panelboards, switch gear, distribution panels, main disconnects and sub-panels, etc., all sizes and types of lighting fixtures, devices, motors, etc., all sizes and types of exterior HID lighting, motor controls, interior/exterior wiring, all sizes and types of transformers, etc.), and Equipment components (electrical panels and terminations, control devices, control panels, pumps, cabinets, sensors, switches, structures, safety components, cutoff devices, controls, gages, meters, safety equipment, etc.), performing inspections, adjustments, testing and replacement of Parts and/or components as herein specified for all Equipment covered under this contract and supporting components in accordance with the specifications listed herein. The Contractor's prices shall be based on published unit prices by RS Means for items listed in RS Means. Contractor shall perform work as per the manufacturer's requirements, Federal and State regulations, codes and this specification/scope of work.

The City's budget for these services is \$2.4 million over the life of the contract, including all possible renewals. Therefore, pursuant to the requirements of Chapter 2269, Texas Government Code, the City hereby establishes a maximum aggregate contract price of \$2.4M, to be divided between all electrical contracts awarded pursuant to this solicitation. The intent of the City is to award contract(s) to contractors that meet the solicitation requirement and 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.

The City does not anticipate any one OCCS project to be valued over \$100,000.00; however, any individual purchase order valued over \$100,000.00 will require approval by the San Antonio City Council by passage of an ordinance.

**4.1 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:

**ASTM** – American Society for Testing Materials

**BESD** – City's Building and Equipment Services Department.

**Bidder** – A person, firm or entity that submits a bid in response to a solicitation.

**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.

**CCDO** – Center City Development Office

**COSA** – City of San Antonio

**CSF** – Convention and Sports Facilities

**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.



**Contractor's Coefficient** – The multiplier or coefficient offered by the Contractor that shall be applied to all Unit Price Book (UPB) material lines necessary to complete a project. Contractor's Coefficient will be applied after the CCI has been applied to lines.

**Contractor** – The Bidder 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.

**City Designated Departmental Representative (CDDR)** – the facilities maintenance manager or coordinator / manager from each department.

**Equipment** – Electrical systems and associated supporting components.

**Helper or Apprentice** – 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 Journeyman Electrician. A helper cannot be on site without a qualified Journeyman Electrician. The helper shall be in a registered apprenticeship program per the Department of Labor and the National Apprenticeship Act or other industry recognized organizations.

**HID Lighting** – High Intensity Discharge lighting

**Holidays:** Holidays are defined as City recognized holidays as published on the City's web site at [www.sanantonio.gov](http://www.sanantonio.gov).

**ID Badges** – identification badges.

**IEEE** – Institute of Electrical and Electronics Engineers

**Job Order Contracting (JOC)** – "job order contracting" or "job order contract" is a way to accomplish numerous, commonly encountered trade projects quickly and easily through multi-year contracts. JOC reduces procurement costs by awarding long-term contracts for a wide variety of trade projects. JOC provides the methodology to execute a wide variety of indefinite delivery, indefinite quantity, fixed price, multiple trade contracts.

**Maintenance** – Maintenance Services required by codes and/or the manufacturer's standards. Maintenance Services are performed on Equipment for the purpose of maintaining Equipment in satisfactory operating condition and to lessen the likelihood of it failing. The Maintenance is performed while the Equipment is functioning or by temporarily placing the Equipment out of service, so that it does not break down unexpectedly. Maintenance involves systematic inspection, detection, prevention, and correction of incipient failures, before they become actual or major failures.

Maintenance tasks are performed specifically to prevent failures from occurring. These tasks shall consist of but are not limited to: inspections, tests, measurements, adjustments, lubrication, replacement of Parts and/or components, cleaning, etc. Maintenance is performed specifically to prevent failures from occurring. It is designed to preserve and restore Equipment reliability by replacing worn, fatigued and/or damaged Parts and/or components before they actually fail. In addition, it includes detailed record keeping and data analysis to avoid Equipment deterioration, so worn, fatigued and/or damaged Parts and/or components can be replaced or serviced before they cause system failures.

Maintenance Service work for City's Equipment can only be performed with City approval as indicated herein. If requested by the CDDR, Contractor shall provide a quote, using unit price and/or Contractor's prices submitted on Attachment B, Price Schedule.

All costs associated with Maintenance, including, but not limited to: Parts, and/or components, lubricants and chemicals, are included in unit price and/or Contractor's prices submitted on Attachment B, Price Schedule. Maintenance does not include the total replacement of a system, nor does it include work to install and test Equipment in new construction. Contractor shall perform the maintenance work as described by the task order for the unit prices or stated on the price schedule.

If the Parts and/or components supplied for Maintenance Service work is not included in the unit price, the Parts and/or components supplied for Repair/Other Service work will be paid to Contractor in accordance with the coefficient indicated on the price schedule. Bid Prices for Parts and/or other components shall be submitted based on the applicable coefficient and Contractor's cost.

The intent of this specification/scope of work is to maintain the Equipment to industry standards and "industry best" conditions.

Contractor shall only proceed with the maintenance work after receipt of a purchase order issued by the City or as provided herein. The City will not pay for any unauthorized Parts or labor charges. Evidence of said costs shall be submitted with the invoice for each maintenance service. Contractor shall submit invoices with a copy of the written purchase order supplied by the department for which the services are provided. Such



invoices shall have the language MAINTENANCE indicated thereon. **Proof of costs shall be printed, properly identified and dated and submitted with the invoice.**

- Minor Maintenance Service calls shall constitute calls that cost \$5,000.00 or less. Minor Maintenance service calls require the CDDR's written approval or verbal approval before initiating work.
- Major Maintenance Service calls shall constitute calls exceeding \$5,000.00 in cost. A Purchase Order must be issued before performing Major Maintenance Service work on any Equipment.
- Contractor shall submit an estimate prior to performing any maintenance service calls. The estimate shall include a comparison between repairing and replacing the item(s). Contractor will clearly annotate any item(s) where the cost of the service call is equal to or greater than seventy-five percent (75%) of the price of a new item(s)/replacement. The City reserves the right to accept Contractor's estimate or solicit estimates from other companies for repair work that is not specifically included in the scope of this contract.

**NFPA 70 (NEC)** – National Fire Protection Association National Electrical Code

**On Call contracting Services (OCCS)** – See JOC above.

**On Call Proposal (OCP)** – Contractor's written job proposal for a particular project.

**Request for On Call Proposal (RFOCP)** – City's brief description of the job for which proposals are being requested. RFOCPs expected to cost \$5,000 or more must be in writing. RFOCPs expected to cost less than \$5,000 may be verbal.

**RS Means Cost Data:** (also referred to as "Unit Price Book" or "UPB") – RS Means provides cost information to the construction and trades industry so contractors can provide accurate and fair estimates and projections for their project costs. It has become a data standard for government work in terms of pricing and is widely used by the industry as a whole. RS Means is accessible online for a fee and it is also integrated in a variety of cost estimating software packages to allow for fast and reliable estimating. Cost information is updated annually and is available for purchase online, via CD-Rom, or in book form.

**Repair/Other Services** - Service calls (emergency, urgent, routine and call back service calls).

Repair/Other Service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed and/or abnormal operating electrical systems and supporting components can be restored to their normal operating state. The repair services shall include the replacement of the electrical fixtures, devices, and/or associated equipment.

Repair/Other Service call: Service work is usually performed to return Equipment or systems to proper functionality, rather than to keep it operating. Other Service work for City's Equipment can only be performed with City approval as indicated herein. If requested by the CDDR, Contractor shall provide a quote, using the unit price and/or Contractor's prices submitted on Attachment B, Price Schedule for the Repair/Other Service work. If the Parts and/or components supplied for Repair/Other Service work are not included in the unit price, the Parts and/or components supplied for Repair/Other Service work will be paid to Contractor in accordance with the coefficient indicated on the price schedule. Bid Prices for Parts and/or other components shall be submitted based on of the applicable coefficient and Contractor's cost. Contractor shall only proceed with the additional work after receipt of a purchase order issued by the City or as provided herein. The City will not pay for any unauthorized Parts or labor charges. Evidence of said costs shall be submitted with the invoice for each service call. Contractor shall submit invoices with a copy of the written purchase order supplied by the department for which the services are provided. Such invoices shall have the language REPAIR/OTHER SERVICE (Select one: Emergency, Urgent, or Routine) indicated thereon. **Proof of costs shall be printed, properly identified and dated and submitted with the invoice.**

- Minor Repair/Other Service calls shall constitute calls that cost \$5,000.00 or less. Minor Service calls require the CDDR's written approval or verbal approval before initiating work.
- Major Repair/Other Service calls shall constitute calls exceeding \$5,000.00 in cost. A Purchase Order must be issued before performing Major Service call on any Equipment.
- Contractor shall submit an estimate prior to performing any service calls. The estimate shall include a comparison between repairing and replacing the item(s). Contractor will clearly annotate any item(s) where the cost of the service call is equal to or greater than seventy-five percent (75%) of the price of a new item(s)/replacement.



**Routine Service Calls:**

The CDDR or designee may request Routine Service calls for any location listed herein.

Routine Service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed Equipment and/or abnormal Equipment operations can be restored to its normal operating state.

**Urgent Service Calls:**

Urgent Service calls are not an emergency but can become an emergency. The CDDR or designee may request Urgent Service calls for any location listed herein.

Urgent Service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed Equipment and/or abnormal Equipment operations can be restored to its normal operating state.

**Emergency Service Calls:**

The CDDR or designee may request Emergency Service calls for any location listed herein.

An Emergency Service call is any condition that can potentially impact the health, safety and welfare of City employees and/or the public as determined solely by the City. The City will identify Emergency Service calls at the time of notification.

Emergency Service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed Equipment and/or abnormal Equipment operations can be restored to its normal operating state.

**Running days (or "Consecutive Days")** – Shall mean days which follow one immediately after the other.

**Part(s)** – all materials and goods used to perform the requirements in this solicitation. Interchangeable with the word "component(s)".

**Purchase Order (PO)**: 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 Contractor's authority to deliver to and invoice the City for the goods or services specified in a solicitation for the price stated in Contractor's bid.

**Unit Price Book (UPB)**: Please see RS Means Cost Data for definition or approved unit price systems.

**Vendor**: The bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

**Weather Working Day (or "Weather Working Day of 24 consecutive hours")** – A working day of 24 consecutive hours except for any time when weather prevents the completion of the work or would have prevented it, had work been in progress.

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

**4.2 PROOF OF LICENSING AND CAPABILITY:**

**4.2.1 Contractor Qualifications:**

- 4.2.1.1 Contractor shall submit, upon request by the City, for evaluation purposes: a list of service contracts held within the last seven (7) years and current contracts, along with a list of any other names under which the organization has performed business within the last seven (7) years.
- 4.2.1.2 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.
- 4.2.1.3 Contractor shall hold all proper and current licenses, insurances, and bonds as required by the City, County, and State.
- 4.2.1.4 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.
- 4.2.1.5 Contractor shall provide certification that shows the Contractor meets the requirements of the Federal and the State of Texas laws and regulations.
- 4.2.1.6 Contractor shall provide a full time supervisor and properly licensed, certified, trained and skilled service technicians to perform the work required herein.

4.2.1.7 Contractor shall submit proof of license, insurance, and commercial experience of staff with bid response and whenever requested by the City. Required staff and licenses include, but are not limited to:

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

4.2.1.7.2 JOURNEYMAN ELECTRICIANS: 4-6 Journeyman Electricians licensed by TDLR with a minimum of five years of commercial electrical experience within the last seven years.

4.2.1.7.3 APPRENTICE ELECTRICIANS: 4-6 Apprentice Electricians licensed by TDLR with a minimum of two years of commercial electrical experience.

4.2.1.8 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, located within the City of San Antonio, to properly fulfill all the services and conditions required under these specifications, and the personnel trained and certified in the maintenance, inspections and repairs of the electrical systems and supporting components shall be employed under this agreement.

4.2.1.9 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.

#### 4.2.2 Supervisor Qualifications:

4.2.2.1 The Contractor shall submit evidence that the supervisor(s) who will be assigned to this contract are certified supervisors for the work specified herein (defined as personnel who have had formal specific manufacturer's or other agency training). Alternatively, Contractor shall provide a letter certifying that the Contractor's supervisor(s) 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 supervisor(s) capability to perform the services required by this specification/scope of work.

4.2.2.2 All of Contractor's supervisors performing work on the Equipment shall have a minimum of five (5) years of experience performing electrical services. Contractor shall supply documentation to confirm this amount of actual experience.

4.2.2.3 Supervisors shall be certified as per federal, state, and local codes and regulations for related work tasks.

4.2.2.4 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.

4.2.2.5 Contractor shall provide documentation/certification that the Contractor's supervisor(s) who will be performing the services have the required safety training for the work environments encountered.

4.2.2.5.1 Contractor shall submit evidence that the contractor personnel are certified for confined space operations.

4.2.2.5.2 Contractor shall submit evidence that the contractor personnel are certified to use the maintenance and safety equipment to include personal protection equipment (PPE).

4.2.2.5.3 Contractor shall submit evidence that the contractor personnel are certified to use chemicals that may be required to perform the services.

4.2.2.5.4 Contractor shall submit evidence that the contractor personnel have received Arc Flash training and are certified to work on energized equipment.

#### 4.2.3 Technician Qualifications:

4.2.3.1 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 manufacturer's 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.

4.2.3.2 All of the Contractor's technicians performing work on the Equipment shall have a 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.

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

4.2.3.4 Contractor shall provide certification or documentation that the technicians performing services meet the requirements of the State of Texas for Journeyman Electrician. 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.

4.2.3.4.1 Contractor shall provide documentation/certification that the Contractor's staff (Supervisor, Technician, Helper, etc.) who will be performing the services have the required safety training for the work environments.

4.2.3.4.2 Contractor shall submit evidence that the contractor personnel are certified for confined space operations.

4.2.3.4.3 Contractor shall submit evidence that the contractor personnel are certified to use the maintenance and safety equipment to include personal protection equipment (PPE).

4.2.3.4.4 Contractor shall submit evidence that the contractor personnel are certified to use chemicals that may be required to perform the services.

4.2.3.4.5 Contractor shall submit evidence that the contractor personnel have received Arc Flash training and are certified to work on energized equipment.

4.2.3.5 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.

4.2.3.5.1 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.

4.2.3.5.2 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.

4.2.3.5.3 Technicians shall have knowledge of electrical codes, regulations, and standards including, but not limited to: have basic knowledge of Occupational Safety and Health Administration (OSHA), American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), Institute of Electrical and Electronics Engineers (IEEE), National Electrical Testing Association (NETA), National Fire Protection Association (NFPA), United States Environmental Protection Agency (USEPA), the State of Texas and City of San Antonio codes, regulations and ordinances; have basic knowledge of NFPA 70B, *Electrical Equipment Maintenance*, NFPA 70, *National Electrical Code*, NFPA 70 E, *Standard for Electrical Safety in the Work Place*; and National Electrical Testing Association (NETA) standards.

4.2.3.5.4 Technicians shall have knowledge and understanding of electrical documentation to including, but not limited to: Read and interpret electrical drawings and one-line diagrams; understand commercial and industrial drawings and manufactures' published data; Read and interpret ac and dc schematic diagrams, ac three-line diagrams, connection and interconnection drawings, electrical symbols, and ANSI device numbers; select and apply the data found in manufacturers' published data for testing, troubleshooting, maintenance, and/or repairs; interpret time-current curves and other electrical documentation and reports.



4.2.3.5.5 Technicians shall have knowledge and understanding of electrical concepts including, but not limited to: understand the concepts of voltage, current, and impedance; perform calculations and use formulas to determine conductor ampacity, adjustment, correction factors, box and conduit fill, overcurrent and overload protection sizes; apply terms, definitions, and concepts from mechanics, electricity, heat, and chemistry; recognize and define the standards units used to describe electrical circuits, energy, and power; and apply Ohm's law.

4.2.3.5.6 Electricians shall have knowledge and understanding to complete work on electrical equipment including, but not limited to: switchgear, switchboards, motor control centers, transformers, wires, cable, buses, circuit breakers, circuit switchers, electrical protecting devices, meters, groundings systems, direct current systems, ac systems, light poles, light fixtures, etc.

4.2.4 Helpers (apprentices) can be used to support the qualified technicians. One 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 performed at each location. Helpers shall meet the requirements of the United States Department of Labor apprenticeship program.

4.2.4.1 Notwithstanding anything stated to the contrary herein, Contractor may use helpers to assist the onsite Journeyman Electrician.

4.2.4.2 The helpers shall be certified to work with chemicals that may be used to perform the work in this solicitation.

4.2.4.3 Contractor shall provide documentation that the helpers have the required safety training for the work environments encountered.

4.2.5 Service personnel should be capable of performing the following:

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

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

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

4.2.5.4 Properly using tools and test equipment required for troubleshooting malfunctioning Equipment.

4.2.6 The Contractor shall provide information on continuing education for the contractor personnel.

#### 4.3 REFERENCES:

The publications 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 is required, unless otherwise indicated.

<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 Plumbing 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
OSHA	Occupational Safety and Health Administration (OSHA) Standards
CFR 29	Code of Federal Regulation (CFR) Title 29 Part 1910.1200 Hazard Communication
ISO 9001	Quality Management
ASTM	American Society for Testing and Materials
TxDOT	Texas Department of Transportation Standards

#### **4.4 MATERIALS:**

- 4.4.1 Materials shall be in current production, as offered to commercial trades, and shall be of top quality. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE.
- 4.4.2 Any Materials, components or Parts used in complying with the contract shall be equal to or better than original Equipment and meet the manufacturers' requirements.
- 4.4.3 Specified Materials, components or Parts and Equipment shall be standard products of a manufacturer regularly engaged in the manufacture of such products. Specified Equipment shall essentially duplicate Equipment that has performed satisfactorily for at least two (2) years prior to bid opening. Standard products shall have been in satisfactory commercial or industrial use for two (2) years prior to bid opening. The 2-year requirement shall include applications of Equipment and Materials under similar circumstances and used for projects of similar size. The product shall have been for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the two-year (2) period.
- 4.4.4 Contractor is responsible for chemicals and Materials in accordance with the specifications listed herein and for all Equipment and tools required in the performance of this contract.
- 4.4.5 Contractor is responsible for all testing Equipment and tools that are used to perform the requirements of the specification and scope of work.

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

- 4.5.1 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 will be accepted for review by the City. If data provided by Contractor is deemed inadequate to make a determination as to the equality of the proposed substitute, without additional research by the City, it will be rejected. 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.
- 4.5.2 The Material for this solicitation shall meet or exceed the American Society for Testing and Materials (ASTM), Underwriters Laboratories (UL), Manufacturer's standard, and any other code recognized agency as required by the Federal, State, and local codes.
- 4.5.3 Chemicals or Materials used in the contract shall meet industry, environmental, and ASTM standards.
- 4.5.4 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.
- 4.5.5 Materials shall be warranted against material defects and defects in workmanship for a period of not less than twelve (12) months and shall cover 100 percent (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 twelve (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. THIS WARRANTY DOES NOT APPLY TO ANY PRODUCT OR SOFTWARE WHICH HAS BEEN SUBJECTED TO ABUSE, MISHANDLING, OR IMPROPER USE.
- 4.5.6 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.

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



- 4.6.1 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 can respond to the location and provide estimated repair cost within less than twenty four (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.
- 4.6.2 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.

#### **4.7 SERVICE LOCATIONS:**

The locations included on this service agreement.

#### **4.8 CONTRACT COMPLETION DATE:**

Inspections, Maintenance and Repairs shall be completed in accordance with the RFOCP schedules and the requirements of this RFCSP.

#### **4.9 CONTRACTOR GENERAL REQUIREMENTS – Contractor Shall:**

- 4.9.1 Adhere to the terms and conditions identified in this solicitation.
- 4.9.2 Provide a primary point-of-contact.
- 4.9.3 Provide documentation that Contractor is certified to perform the requirements of this solicitation (See Section 4.2 - PROOF OF LICENSING AND CAPABILITY).
- 4.9.4 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.
- 4.9.5 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.
- 4.9.6 Contractor shall adhere to all applicable Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this solicitation. Ignorance on the part of Contractor shall not relieve Contractor from responsibility.
- 4.9.7 Contractor shall perform all work safely and follow required safety standards including, but not limited to, OSHA, Federal, State, and City codes.
  - 4.9.7.1 All local, state, and federal safety requirements, standards, and regulations shall be followed per the Contractor-provided Health and Safety Management Plan.
- 4.9.8 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.
- 4.9.9 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.
- 4.9.10 Contractor shall deliver, store, and handle all Materials in a manner that shall prevent damage to the Equipment and related components.
- 4.9.11 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.
- 4.9.12 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.
- 4.9.13 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.



- 4.9.14 Ensure all Equipment and tools are well maintained, calibrated and in proper working order before use in the performance of this service.
- 4.9.15 Protect furnishings and other items with tarps, plastic sheeting or other methods as required and prior to commencing work.
- 4.9.16 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 are 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.
- 4.9.17 No debris shall be dumped and left in the building, on the roof and/or surrounding areas.
- 4.9.18 Contractor shall not use City waste disposal containers.
- 4.9.19 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.
  - 4.9.19.1 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.
- 4.9.20 Contractor shall confine its operations (including storage of Materials) to areas authorized or approved by the City.
- 4.9.21 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.
- 4.9.22 Contractor shall notify the City representative once the work is complete and ready for its intended use.
- 4.9.23 Contractor shall not affect building electrical systems or other buildings systems during the performance of the services required by the solicitation. Impact to the building systems shall be corrected by Contractor at no cost to City.

#### **4.10 SERVICE REQUIREMENTS:**

- 4.10.1 Services not required by Contractor:
  - 4.10.1.1 Contractor shall not be required, as part of the services, to conduct a safety test, unless recommended as part by the Equipment's manufacturer, or to install new components or additional controls as recommended or directed by any insurance company or laboratory, or governmental authority, or to make replacements mentioned herein with Parts or devices of a different design for any reason whatsoever.
  - 4.10.1.2 Testing of Equipment in new construction.
  - 4.10.1.3 This contract will not include professional services required by a licensed architect or engineer, as contemplated by Chapters 1051 and 1001 of the Texas Occupations Code.
- 4.10.2 Services required by Contractor. Contractor shall:
  - 4.10.2.1 Provide all labor and materials to perform Maintenance and Repair services. All work shall meet manufacturers' and industry standards.
    - 4.10.2.1.1 Supervisor shall manage technicians for the requested services.
  - 4.10.2.2 Furnish qualified maintenance technicians on the job site for performance of services. Contractor shall maintain an adequate number of trained personnel at all times specifically assigned to perform services.
  - 4.10.2.3 Manage technicians to ensure they are available to perform services
  - 4.10.2.4 Contractor shall develop and provide service reports.
  - 4.10.2.5 The commercial services shall include but are not to be limited to:
    - 4.10.2.5.1 Maintenance, repairs and replacement of electrical equipment (all types and sizes.).
    - 4.10.2.5.2 Repair and/or replace electrical fixtures/devices and supporting components.
    - 4.10.2.5.3 Relocate electrical fixtures/devices and supporting components.

- 4.10.2.5.4 Mending of non-functioning systems, components, or sub-components of a building or structure to include:
  - 4.10.2.5.4.1 Electrical outlets (receptacles, switches, devices, etc.)
  - 4.10.2.5.4.2 Lighting fixtures / lamps (all brands, sizes, and types including HID)
  - 4.10.2.5.4.3 Load centers, panel boards, subpanels, service disconnects
  - 4.10.2.5.4.4 Motor Control Centers, Pump Controllers, etc.
  - 4.10.2.5.4.5 Exterior Lighting (all types and sizes)
- 4.10.2.6 Complete commercial/industrial electrical equipment and/or system repairs including accessing confined space areas.
- 4.10.2.7 Repair and/or replace all types and sizes of conduit utilized for energized / non-energized conductors.
- 4.10.2.8 Repair and/or replace all types and sizes of conductors used for power distribution.
- 4.10.2.9 Replace all types and sizes of ballasts and/ or drivers used for lighting purposes.
- 4.10.2.10 Repair and/or replace motor controls and associated devices within a Motor Control Center.
- 4.10.2.11 Repair and /or replace all types and sizes of switch gear.
- 4.10.2.12 Repair and/or replace light switches, duplex receptacles, GFCI receptacles, etc.
- 4.10.2.13 Repair and/or replace power cords, heavy duty connectors (male/female), and cord reels.
- 4.10.2.14 Repair and/or replace all types and sizes of indoor/outdoor lighting fixtures, lamps, and associated components.
- 4.10.2.15 Work with various voltages ranging from 24V to 480V.
- 4.10.2.16 Perform troubleshooting techniques and determine adequate solutions to restore the equipment or system to optimum functionality in a timely manner.
- 4.10.2.17 Perform testing and measuring of systems to ensure they are performing according to design standards.
- 4.10.2.18 Perform electrical work required for the repairs and maintenance of exterior public lighting excluding traffic signal lights and supporting equipment.
- 4.10.2.19 Contractor shall participate in annual meetings and other meetings as requested by City.
- 4.10.2.20 Take samples as part of the Maintenance Services and/or to evaluate problems as required by the Other Services.
- 4.10.2.21 Provide documents as required by this solicitation.
- 4.10.2.22 Obtain all necessary permits as required by Maintenance, Repair and Other Services.
- 4.10.2.23 Contractor shall prepare price proposals using the most current RS Means Price publications or software. Reason for not using RS Means information requires approval from CDDR.
- 4.10.2.24 Contractor staff shall have experience in inspecting, installing, operating, maintaining, troubleshooting and repairing all sizes and types of electrical equipment and systems.
- 4.10.2.25 Contractor staff shall be able to diagnose, isolate, and repair all sizes and types of electrical systems and other associated systems.
- 4.10.2.26 Contractor shall have experience in adjusting and calibrating electrical systems for optimum efficiency.
- 4.10.2.27 Contractor shall be able to read and interpret blueprints, drawings and specifications.
- 4.10.2.28 Contractor shall be experienced in preparing accurate cost proposals.



- 4.10.3 Equipment failure - If these units fail under normal operating conditions and it is determined by the CDDR that the failure of a component was due to Contractor's negligence to perform the required services per manufacturer's and industry standards, Contractor shall service or replace the Parts or components, as required, at Contractor's expense.
- 4.10.4 Equipment changes - In the event a control system is altered, modified, changed, or if any Equipment is in need of replacement, Contractor shall provide a written explanation and an estimated cost to the CDDR for approval prior to performing the recommended work. If approved by City, the work will be authorized when Contractor receives a valid purchase order.
- 4.10.5. Removal of any unit from service: Removal of Equipment from service during peak hours shall be coordinated with and approved by CDDR prior to removal. Removal of Equipment for service during off-peak hours is expected, but notification to and coordination with the City shall be provided at least one hour prior to removing any Equipment from service.
- 4.10.6 Status of Equipment Notification Requirement:
  - 4.10.6.1 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 Equipment; conditions which may be hazardous; and other abnormal conditions per manufacturer's and/or industry standards. Contractor shall notify the CDDR within thirty (30) minutes from taking out of service any Equipment.
- 4.10.7 Annual Meeting (held in May every year) - Contractor shall meet with the CDDR. The scope of this meeting shall include, but is not limited to:
  - 4.10.7.1 A review of the previous services and call backs.
  - 4.10.7.2 A review of maintenance, including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of Equipment from service;
  - 4.10.7.3 A review of any reported complaints; and
  - 4.10.7.4 A review of reports.
- 4.10.8 Removal of Parts: No Parts or components required for the performance of services on the Equipment or required for its operation may be removed from the site without written approval from City. This does not include renewal Parts stocked on the job by Contractor, but does include Parts and components that were installed with and are a part of the Equipment, and Parts delivered to the property and paid for by City, which shall remain City's sole property.
- 4.10.9 Spills and other failures: Contractor shall:
  - 4.10.9.1 Contractor is responsible for cleaning any spill and protecting other areas of the facility.
  - 4.10.9.2 Be responsible for all clean-up costs and repairs due to any failure of Contractor's products, equipment, or services.
  - 4.10.9.3 Collect and dispose of spill Material at no cost to City.

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

- 4.11.1 All testing shall be in accordance with current State, Federal and Local codes. Reports of every test conducted shall be submitted to the CDDR as required by Section 4.13, Submittals.
- 4.11.2 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.

Contractor shall be responsible for all sub-contracting when applicable with pricing for repairs included in the quote. 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.

**4.12 GENERAL WORK REQUIREMENTS:** Contractor shall:

- 4.12.1 The Contractor shall furnish all labor, equipment, materials, and supplies required to comply with the solicitation.
- 4.12.2 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.
- 4.12.3 Contractor shall lay out the work using acceptable practices before starting any activities.
- 4.12.4 For all Other Services, 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.
- 4.12.5 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 requirements not listed, but deemed necessary per the manufacturer's specifications shall be included in the RFOCP.
- 4.12.6 Additional work on this contract can only be performed with prior City approval, subject to Texas Local Government Code Ch. 252 after Contractor has received a City issued purchase order.
- 4.12.7 Before ordering any Materials or performing any work, Contractor shall verify all requirements and shall be responsible for correctness of the same.
- 4.12.8 Parts, components and workmanship shall be those as recommended by the manufacturer of the Equipment, professional trade standards, and applicable codes and standards.
- 4.12.9 Contractor shall furnish to the CDDR, the manufacturer's recommended Materials, data, manuals, etc., for the Maintenance of the Equipment. See 4.13 Submittals.
- 4.12.10 Contractor shall ensure staff, including but not limited to, supervisor, service representatives and service technicians shall meet and follow all City security protocols and other required standards.
- 4.12.11 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.
- 4.12.12 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.
- 4.12.13 Contractor's forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation of this contract, in whole or in part, at City's discretion.
- 4.12.14 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.
- 4.12.15 Contractor shall deliver, store, and handle all materials in a manner that will prevent damage to the system or related components.
- 4.12.16 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.
- 4.12.17 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, personal or public property, etc.
- 4.12.18 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.



- 4.12.19 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.
- 4.12.20 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.
- 4.12.21 Contractor shall provide all necessary safety barriers at the job sites(s) during the execution of work to alert building occupants of potential hazards.
- 4.12.22 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 area shall be left clean and free of any trash, debris, scraps, cartons, etc.
- 4.12.23 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 City's Security Office prior to performing any work.
- 4.12.24 Contractor shall incur all associated costs and fees for the City's required COSA training, background checks, and ID badges.
- 4.12.25 Contractor shall provide a company point of contact and the following minimum information:
  - 4.12.25.1 Name
  - 4.12.25.2 Title
  - 4.12.25.3 Office Phone number
  - 4.12.25.4 Cell Phone number
  - 4.12.25.5 Email

#### **4.13 SUBMITTALS:**

- 4.13.1 Contractor shall provide documentation required by Section 4.2 – Proof of Licensing and Capability, pertaining to manufacturers' certifications and other documents that validates Contractor's and their technicians' qualifications. The documentation shall be submitted with the proposal response in accordance with Section 4.2.
- 4.13.2 Product and Material Data: Within one (1) calendar day after notice to proceed, issuance of City Purchase Order for the Maintenance, Repair and Other Services or with the RFOCP, the Contractor shall submit product and Material data for each type of product indicated or anticipated to be used under the RFOCP 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's Purchase Order. Material Data shall include but shall not be limited to the following items:
  - 4.13.2.1 Conduit (all types and sizes)
  - 4.13.2.2 Conduit Supports
  - 4.13.2.3 Sealing materials
  - 4.13.2.4 Electrical Equipment
  - 4.13.2.5 Excavation materials (soil types, etc.)
  - 4.13.2.6 Chemicals (cleaners, solvents, lubricants, etc.)
  - 4.13.2.7 Surface repairs (drywall, paints, base course, pavement material, etc.)
- 4.13.3 In addition to the Invoicing and Payment terms in Section 006 - General Terms and Conditions and Attachment J – Working with COSA – Keys to faster payments, all invoices shall be submitted in duplicate- one copy to CDDR and original invoices to Accounts Payable.
  - 4.13.3.1 Invoice shall include a valid Purchase Order number, Department Name, and Building Name/Location
  - 4.13.3.2 Invoices shall be legible.
  - 4.13.3.3 Items billed on invoices shall be specific as to applicable stock, manufacturer, catalog or part number (if any).

- 4.13.3.4 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.
- 4.13.3.5 All invoices shall show the total labor hours and hourly rates for each designated discipline
- 4.13.3.6 Payment by the City is deemed to be made on the date of mailing the check.
- 4.13.3.7 The following documentation shall be attached to each invoice to validate charges:
  - 4.13.3.7.1 Proof of City Permit Fees Paid (if applicable)
  - 4.13.3.7.2 Proof of final inspection
  - 4.13.3.7.3 Contractor's receipts for Parts
- 4.13.4 If corrections to the invoice are required to meet City's requirements, Contractor shall make the corrections within two (2) calendar days after e-mail notification from CDDR.
- 4.13.5 Contractor shall provide warranty documents to the CDDR within five (5) calendar days after completion of the work.
- 4.13.6 Contractor shall provide manufacturer maintenance procedures (O&M Manuals as applicable) to CDDR within five (5) calendar days after completion of the work.
- 4.13.7 Contractor shall provide installation procedures to CDDR within five (5) calendar days after notice to proceed or issuance of City Purchase Order.
- 4.13.8 Contractor shall provide a comprehensive written and/or computerized service report after Maintenance and Other Services are completed in 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 RFOCP. The report, including checklists and schedules as required by the RFOCP, shall be submitted to the CDDR within three (3) calendar days after completion of the work. The report shall include photos showing the condition and Equipment information. Payments may be delayed if the report is not submitted as specified.
- 4.13.9 Contractor shall provide written safety and spill plans within fifteen (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<sup>st</sup> and ends September 30<sup>th</sup>. 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.
- 4.13.10 Contractor shall provide a written Quality Control Program within fifteen (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<sup>st</sup> and ends September 30<sup>th</sup>. 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.
- 4.13.11 Contractor shall provide digital photos of failed Parts within twenty four (24) hours of the service to the CDDR or as required by the specification/scope of work.
- 4.13.12 Contractor shall provide notification of deficiency and/or impairment of Equipment in writing within twenty four (24) hours of the service to the CDDR.
- 4.13.13 Contractor shall provide a list of key staff and point of contact information within fifteen (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<sup>st</sup> and ends September 30<sup>th</sup>. 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.
  - 4.13.13.1 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.
- 4.13.14 Contractor shall provide test reports within three (3) calendar days after completing the services to the CDDR.
- 4.13.15 Contractor shall provide inspection reports within three (3) calendar days after completing the services to the CDDR.
- 4.13.16 Contractor shall provide results of all samples taken to the CDDR within one (1) week after receiving results.
- 4.13.17 Contractor shall provide SAWS and CPS forms (as applicable) within three (3) calendar days after completing the services to the CDDR.

#### **4.14 WORK HOURS:**



- 4.14.1 Normal Working Hours: Normal Working Hours are defined as Monday – Friday, 8:00 AM to 5:00 PM, exclusive of City recognized Holidays.
- 4.14.2 Overtime Work Hours: Overtime Work Hours are defined as Monday through Friday 5:01 p.m. to 7:59 a.m., all day on weekends and on City recognized holidays.
- 4.14.3 All work shall be coordinated with the respective CDDR or designee to ensure building access and the least amount of disruption to the building occupants at all locations.
- 4.14.4 City Hall and Municipal Plaza Building: Unless otherwise approved by CDDR, no work will be performed at these Buildings on Wednesdays or Thursdays. Maintenance and any work that will cause a disruption to the building occupants shall be performed on Mondays, Tuesdays and Fridays from 6:00 PM to 2:00 AM or on weekends.
  - 4.14.4.1 City Hall and Municipal Plaza Building: any work that will cause a disruption during City Council and other public meetings will have to be rescheduled.

#### **4.15 BUILDING RESTRICTIONS:**

- 4.15.1 ACCESS: Contractor shall make prior arrangements with the CDDR for access to the building(s) to perform the services and obtain temporary COSA access ID badges, if necessary.
- 4.15.2 IDENTIFICATION. Contractor 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:
  - 4.15.2.1 Vehicle(s) with Contractor's Logo
  - 4.15.2.2 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.
  - 4.15.2.3 ID Badges. Contractor shall ensure Contractor's employees and subcontractors performing work under this contract shall wear ID Badges at all times while performing work under this contract. Badge content must be approved by City. At a minimum, badges shall contain name of Contractor, the name technician and name of subcontractor performing the work (if different).
- 4.15.3 PARKING: Contractor shall make arrangements with the CDDR prior to off-loading any tools and/or equipment at the job site. Contractor shall park only in spaces assigned by the CDDR.
- 4.15.4 Contractor shall park only in designated parking spaces when performing services at any location. Contractor shall park vehicle and equipment legally and pay all associated costs for parking, if applicable. The City will not be responsible for any violations, fines, or tickets incurred by Contractor.
- 4.15.5 RESTROOMS: Restrooms shall not be used for washing of tools and equipment.
- 4.15.6 SECURITY: Contractor shall provide a list of all Contractor personnel or subcontractors that shall be performing work at each job site and Contractor or subcontractors' personnel shall comply with all security measures and protocols required by the City. Contractor personnel and subcontractor shall follow all required security standards and procedures to gain access into the facilities.

#### **4.16 WARRANTY:**

- 4.16.1 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.
- 4.16.2 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.
- 4.16.3 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.

- 4.16.4 All work performed by Contractor under the terms of this contract shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Director. City shall have the right to terminate this Contract, in accordance with Section 006 – Termination.

#### **4.17 UNSATISFACTORY PERFORMANCE:**

- 4.17.1 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:

- 4.17.1.1 "Call Backs" to correct the previous work performed.
- 4.17.1.2 Contractor personnel assigned to perform services on this contract do not have the licensing, skills or knowledge to troubleshoot and diagnose the problem or perform the required services.
- 4.17.1.3 Contractor does not provide submittals as required by the solicitation.
- 4.17.1.4 Contractor does not complete the work as required by the solicitation.
- 4.17.1.5 Contractor does not provide invoices as required by the solicitation.
- 4.17.1.6 Contractor does not meet the project schedules as required by the RFOCP.
- 4.17.1.7 Contractor does not meet performance requirements as required by the solicitation and RFOCP.
- 4.17.1.8 Contractor does not meet contract and City Department meeting requirements as required by the solicitation.
- 4.17.1.9 Contractor does not meet documentation requirements as required by the solicitation and RFOCP.
- 4.17.1.10 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.
- 4.17.1.11 Contractor does not have and/or demonstrate an effective and efficient Quality Control Program as required by the solicitation.

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

- 4.18.1 Materials shall be delivered to the job site by Contractor and the quantity shall be sufficient to provide services.
- 4.18.2 Material shall be protected from the environment and secured to prevent theft and/or vandalism.
- 4.18.3 Contractor shall not store Material, Parts or components in the mechanical rooms without written authorization from the CDDR.

#### **4.19 QUALITY ASSURANCE AND CONTROLS:**

- 4.19.1 Only trained and certified Contractor or Subcontractor technicians shall be used to provide services. Helper shall work under direct supervision of supervisors and technicians.
- 4.19.2 Only products shipped directly from manufacturer or an approved distributor shall be used for this contract.
- 4.19.3 Contractor shall ensure that quality standards are met during and after all services.
- 4.19.4 All services shall meet all codes and manufacturer's standards.
- 4.19.5 Contractor is responsible for quality services and quality control procedures.
- 4.19.6 Contractor shall provide a report that shows all requirements were met.
- 4.19.7 The program shall meet ISO 9001 or similar standards.

#### **4.20 SERVICES AND RESPONSE TIME:**



- 4.20.1 Contractor shall maintain the services of a professionally staffed telephone answering system so that immediate and continuous contact on a 24 hours per day, 7 (seven) days per week and 365 days per year basis can be made. Answering service personnel shall be employed by Contractor. Answering machines are not acceptable.
- 4.20.2 Contractor shall provide a point of contact (name and phone number) to be available 24/7 including weekdays, weekends, and holidays.
- 4.20.3 Contractor shall provide names and phone numbers of the technicians providing the services and ticket number or service number.
- 4.20.4 If the RFOCP includes work that is not in the unit price book, then the parts and components for Other Services shall be at Contractor's cost coefficient per price schedule. Contractor shall provide copies of receipts for all Parts and supplies to the CDDR with the service invoice.
- 4.20.5 MAINTENANCE SERVICE: Contractor shall perform the Maintenance Services in accordance with the RFOCP. The RFOCP 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 and phone call. The rescheduled service shall be performed within fourteen (14) calendar days of the original Maintenance date.
- 4.20.5.1 Inspection, maintenance and non-emergency repairs of electrical systems shall be conducted during normal business hours Monday through Friday 8:00 a.m. to 5:00 p.m.
- 4.20.5.2 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.
- 4.20.5.3 Contractor shall identify and document electrical systems malfunctions. All system malfunctions shall be reported to the CDDR in writing within 24 hours.
- 4.20.5.4 Contractor shall inspect and replace malfunctioning components, gauges and meters. The CDDR or designated representative must provide authorization of the estimate before proceeding.
- 4.20.5.5 Contractor shall remove, repair, and replace defective electrical systems and/or components that have been installed by the Contractor. This shall be at the Contractor's sole expense.
- 4.20.5.6 Contractor shall use precision test equipment to troubleshoot malfunctions, and inspect parts for excessive wear and other conditions.
- 4.20.5.7 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.
- The service report that identifies the deficiency shall note the required repairs, placement of the inspection tag, and define the system's current condition.
- 4.20.5.7.1 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 (i.e. manufacturer's notices for re-call etc.)
- 4.20.6 EMERGENCY & URGENT SERVICES:
- 4.20.6.1 Contractor shall verbally respond to all requests for emergency and urgent services regarding a malfunctioning electrical system and the supporting equipment within thirty (30) minutes and be onsite to perform repairs within one (1) hour after being contacted during both Normal Working Hours and Overtime Hours.
- 4.20.6.2 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.
- 4.20.6.3 Contractor shall have a minimum of one (1) qualified technician respond on site after receipt of the initial notification request from CDDR.
- 4.20.6.4 Contractor shall contact the CDDR upon arrival at the job site.



- 4.20.6.5 **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 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 and Parts coefficients per Attachment B, Price Schedule or based on the unit price book depending on the RFOCP proposal.**
- 4.20.6.6 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.
- 4.20.6.7 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 coefficients listed on the Price Schedule or based on the unit price book depending on the RFOCP proposal. 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.
- 4.20.6.8 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.
- 4.20.6.9 Equipment parts and components shall be charged according to the coefficients per the price schedule. Contractor shall provide copies of receipts for all parts and supplies to the CDDR with the service invoice.
- 4.20.6.10 The work shall be completed on the same day of the notification, but not to exceed twenty four (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 twenty four (24) hours of the initial notification. The Equipment shall be back to normal operations within forty eight (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.

4.20.7 ROUTINE SERVICES (NON-EMERGENCY):

- 4.20.7.1 Contractor shall call back the CDDR within thirty (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's technician(s) shall respond on site to perform repairs within four (4) hours of Contractor's receiving the notification during Normal Working Hours.
- 4.20.7.3 Non-emergency work shall be performed during normal working hours, 8:00 a.m. till 5:00 p.m. M-F.
- 4.20.7.4 Contractor shall have a minimum of one (1) qualified technician respond on site after receipt of the initial notification request from CDDR.
- 4.20.7.5 Contractor shall contact the CDDR upon arrival at the job site.
- 4.20.7.6 **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 and Parts coefficients per Attachment B, Price Schedule or based on the unit price book depending on the RFOCP proposal.**
- 4.20.7.7 Equipment parts and components shall be charged in accordance with the coefficients per the price schedule. Contractor shall provide copies of receipts for all Parts and supplies to the CDDR with the service invoice.
- 4.20.7.8 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



fourteen (14) calendar days after identifying the Material and other requirements and with City's approval. All requirements shall be identified within twenty-four (24) hours of the notification. Material requirements shall be processed and ordered within twenty-four (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.

4.20.7.9 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 twenty-four (24) hours of the request.

#### 4.20.8 MAJOR REPAIR SERVICES:

4.20.8.1 Contractor shall inform the CDDR if repairs are needed. Major repairs require CDDR written approval before initiating work.

4.20.8.2 Major repairs shall constitute any repairs exceeding \$5,000.00 in cost.

4.20.8.2.1 Any repair that exceeds \$100,000.00 shall require a change order and approval by San Antonio City Council via passage of an ordinance. Contractor may be subject to additional payment and performance bond requirements. See section 005 – Supplemental Terms & Conditions, Payment Bond and Performance Bond for contractual requirements.

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

#### 4.20.9 CALL BACKS AND RESPONSE TIME:

4.20.9.1 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.

#### 4.21 OUT OF SERVICE CREDITS:

4.21.1 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.

4.21.2 The City may invoke Service Credits if Contractor fails to return a call for service within the thirty (30) minute response period, or fails to respond on site to a request for service within four (4) hours for routine calls or two (2) hours for Emergency Calls. The applicable respective four-hour (4) or two-hour (2) 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.

4.21.3 City may also invoke Service Credits if Contractor fails to: (a) complete Maintenance Service within fourteen (14) 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 fourteen (14) 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 seven (7) 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 twenty-four (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.

4.21.3.1 Scheduled service work that is not completed and results in an inoperable system shall not be cause for a waiver of the Service Credit.

4.21.4 The City may, at its discretion, instruct Contractor to perform this work at another specified time, in which case the 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.

4.21.5 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 times specified herein, is uncertain and would be difficult of ascertainment, and that reasonable compensation for such breach is **Service Credit in the sum of \$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.

- 4.21.6 The 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 thirty (30) minutes of arrival.
- 4.21.7 The Service Credits apply to Equipment and related components separately; therefore, simultaneous breakdowns of several units may invoke multiple Service Credits. However, 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.
- 4.21.8 The CDDR shall be the final authority on whether or not a service credit is invoked. When a 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 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 Service Credits within thirty (30) calendar days of the contract's expiration or termination. City's failure to invoke 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.
- 4.21.9 The Parties agree that these Service Credits are liquidated damages, and not a penalty. 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.

#### 4.22 UNIT PRICE REQUIREMENTS

- 4.22.1 The Contractor shall use a national unit price system to determine the price of any work under this solicitation. The City use 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 by PDF.

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

- 4.22.2 The most current RS Means Data publications and/or software information shall be used to develop the price information for any work.
- 4.22.3 RS Means area cost factor the City of San Antonio shall be applied after all unit cost information is added for the proposed work (see example below).
- 4.22.4 If the specific job task is not listed in any RS Means publication or software or does not represent the actual work, then the Contractor shall provide documentation supporting the proposed cost for the job task. The documentation shall include but it shall not be limited to part invoices, estimated labor hours with supporting documentation, subcontractor proposal, etc. These items shall be based on coefficients submitted on Attachment B, Price Schedule.
- 4.22.5 Contractor's Coefficient shall be applied to the applicable after the area cost factor (see example below).

Total for Unit Price Items	\$1,000.00
RS Mean 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 for Subcontractor that is not included on-Unit Price Items (Subcontractor proposal plus markup)	\$100.00
Total Cost for RFOCP	\$1,080.00

#### **4.23 SPECIAL CONDITIONS:**

- 4.23.1 Contractor will not be responsible to install additional Equipment that may be required or recommended by insurance companies or governmental agencies.
- 4.23.2 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.
- 4.23.3 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 agreed), correct deficiencies covered under the terms of this specification/scope of work at Contractor's expense.
- 4.23.4 Contractor shall pay for all state and local inspection fees with regard to operation of Equipment covered by this specification and scope of work.
- 4.23.5 The City may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from the City. Contractor agrees:
  - 4.23.5.1 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.
  - 4.23.5.2 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.
- 4.23.6 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.
- 4.23.7 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.
- 4.23.8 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.
- 4.23.9 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.

#### **4.24 ON CALL CONTRACTING SERVICE (OCCS) REQUIREMENTS:**

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



- 4.24.2 Request for Service: As a need for services is identified, a designated City Representative will notify one or more Contractors to request an OCP. Notification may be provided by phone, email or fax for projects not expected to exceed \$5,000.00. OCP requested by phone, email or fax shall be submitted by Contractor within 48 hours of request unless otherwise stated in request. Projects expected to cost \$5,000 or more will be solicited through a written Request for On Call Proposal (RFOCP). All requests will include City's Work order Number and a deadline for submission of the OCP. Determination to solicit multiple OCPs or only one shall be on a case by case basis, as deemed in the best interest of the City. Contractor shall provide a response by contacting the City Representative or designee to further define the work requirement or coordinate a job site visit.
- 4.24.3 On Call Proposal (OCP): After defining the project's scope of work, Contractor shall begin preparing an On Call Proposal (OCP) for review and approval by the City Representative or designee. Failure to provide an OCP after a Request for Service shall be a material breach of this contract.
- 4.24.3.1 OCPs are to include, at a minimum, the following information:
- 4.24.3.1.1 City's Work Order Number
  - 4.24.3.1.2 Contract Number
  - 4.24.3.1.3 Vendor Number
  - 4.24.3.1.4 Name and location of building or site;
  - 4.24.3.1.5 Description of proposed services;
  - 4.24.3.1.6 Estimated duration of project
  - 4.24.3.1.7 Proposal cost by line item;
  - 4.24.3.1.8 Itemized list of parts/materials;
  - 4.24.3.1.9 Bare cost of material (without Overhead or Profit) with delivery to job site;
  - 4.24.3.1.10 Estimated labor hours, including Normal Working Hours and Overtime Working Hours, if authorized;
  - 4.24.3.1.11 Unit Price Book's Construction Specification Institute (CSI) Master Format Classification Number per line item;
  - 4.24.3.1.12 Total including Overhead and Profit (this figure is the sum of the bare material cost plus profit; the bare labor cost plus total overhead and profit; and the bare equipment cost plus profit);
  - 4.24.3.1.13 Permit requirements and fees (if applicable);
  - 4.24.3.1.14 Proposed traffic control method required (if applicable); and
  - 4.24.3.1.15 Property damage required to complete work (i.e. - wall cutouts, carpet removal, asphalt or concrete removal, etc.) and proposed repair methods (if applicable).
  - 4.24.3.1.16 Work Schedule.
- 4.24.4 The UPB shall serve as the basis for establishing the value of the work to be performed. After summarizing project pricing, the Contractor shall apply the R.S. Means CCI Coefficient for San Antonio, Texas and approved contract coefficient (from Price Schedule of this RFCSP) to reach final pricing. For those job items not listed in the specified R.S. Means Cost Data Book, pricing shall be determined by applying the same coefficient to other applicable current R.S. Means publications however, the OCP must clearly identify the publication utilized. If the specific job item is not listed in any R.S. Means publications, then the price will be determined through selected Respondent's coefficient and suggested retail price. OCPs are to be submitted to the City at no cost. Time shall be based on actual time spent on the job site(s). Travel charges to and from the job site will NOT be approved. **Line(s) items for administrative/management fees will not be accepted by the City.**
- 4.24.4.1 Contractor shall submit the completed OCP to the City Representative or designee for review and approval consideration by the deadline stated in the RFOCP or in the phone, email, or fax request.
  - 4.24.4.2 Upon review of the OCP(s), City shall have the right to reject one or all proposals, cancel the proposed project, rebid the work under any permissible procedure, or perform all or portion of the



work utilizing City personnel. City shall not be responsible for payment of costs incurred by the Contractor for the preparation and submission of an OCP regardless of project outcome.

- 4.24.4.3 Purchase Order (PO). Upon receipt of the OCP, the City Representative or designee shall review the OCP for completeness and ensure agreement of pricing, schedule, and all other terms, (including obtaining City Council approval by passage of an ordinance for POs over \$100,000.00 and required payment and/or performance bond(s)) prior to issuance of a PO.
- 4.24.4.4 Once approved, the City will issue a formal PO referencing Contractor's approved OCP. PO shall contain the Statement of Work, Start Date, lump sum total price and the project schedule. PO will serve as the Contractor's notice to proceed.

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

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

- 4.25.1 Contractor is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. Contractor shall retain all employee records, including any criminal background checks, for the retention period stated in section 006-General Terms and Conditions.
- 4.25.2 Contractor is responsible for any costs incurred in conducting criminal background checks.
- 4.25.3 Criminal Justice Information Services (CJIS). Contractor will be providing services under this contract for facilities with access to CJIS. Persons with any of the criminal histories shown below are not allowed unescorted access to CJIS Facilities. Since City staff may not be available to provide escorted access, Contractor's employees providing services to CJIS facilities must pass this criminal background check to provide services in these locations.
  - a) Felony conviction – permanent disqualifier
  - b) Felony deferred adjudication – permanent disqualifier
  - c) Class A misdemeanor conviction – permanent disqualifier
  - d) Class A misdemeanor deferred adjudication – permanent disqualifier
  - e) Class B misdemeanor conviction – disqualifier for ten (10) years
  - f) Class B misdemeanor deferred adjudication – disqualifier for ten (10) years
  - g) Open arrest for any criminal offense (felony or misdemeanor) – disqualifier until disposition
  - h) Family violence conviction – permanent disqualifier
- 4.25.4 CJIS Facilities. CJIS Facilities within this contract are: Emergency Dispatch Center (PSAP), Emergency Operations Center (EOC), Frank Wing Building (Municipal Courts), Police Training Academy, Public Safety Headquarters (PSHQ), and SAPD Property & Evidence Facility.
- 4.25.5 Security Addendum for Criminal Justice Information Services (CJIS). Contractor will be required to provide services to City departments that perform criminal justice services. Criminal Justice Agencies, such as the San Antonio Police Department, are required to comply with the security requirements managed by the Federal Bureau of Investigations (FBI) and state agencies, such as the Texas Department of Public Safety. The Federal Criminal Justice Information Services Security Policy applies to every individual, Contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Agency shall comply with the Policy and shall execute the CJIS Security Addendum attached to this agreement. Contractor's employees or agents who are subject to the Policy will be required to sign a Contractor Employee Certification and be finger printed. All costs associated with compliance of the CJIS Policy shall be borne by the Contractor. Contractor shall comply with any changes made to the security requirements by law. Refer to Attachment L – CJIS Addendum.
- 4.25.6 Contractor shall ensure Contractor's employees make an appearance at the ID Unit at SAPD Headquarters at 315 S. Santa Rosa, San Antonio, Texas to fill out and submit a Fingerprint Application Form to initiate a background check. Contractor shall ensure Contractor's employees pass a criminal background check and complete CJIS Level 1 Training prior to starting work at CJIS Facilities under this contract.
- 4.25.7 Contractor shall immediately remove any employee, staff or subcontractor that does not meet these requirements from performing services under this contract.



## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract or January 1, 2022, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. The contract shall terminate on December 31, 2024.

### Renewals:

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 (1) year period(s). The City hereby establishes the maximum aggregate contract price of \$2.4 million, 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.

The City intends to award up to four (4) 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.

### 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.

### 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 the 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.

### Internal / External Catalog.

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



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

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

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

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

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

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

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

Catalog Updates.

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

Insurance:

- A. Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Finance Department, which shall be clearly labeled **"ANNUAL JOB ORDER CONTRACT FOR ON-CALL ELECTRICAL SERVICES – CITY WIDE"** in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B. The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.
- C. A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:



<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. Independent Contractors f. Damage to property rented to you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage must be on a per project aggregate.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
*5. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*If Applicable	

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

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

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

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

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

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



- H. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- I. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.
- J. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- K. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- L. Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Proposal (Bid) Bonds:

Contractor must submit a 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 **\$1,500.00**. 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-Authority 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.

For electronic submissions, Respondent must provide the original Proposal Bond to the **City of San Antonio Finance Department, Purchasing Division, [Annual Job Order Contract for On-Call Electrical Services - Citywide and 6100014621], P.O. Box 839966, San Antonio, Texas 78283-3966** or **City of San Antonio Finance Department, Purchasing Division, [Annual Job Order Contract for On-Call Electrical Services - Citywide and 6100014621], 100 West Houston St., Print & Mail Center, San Antonio, Texas 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:

For job orders exceeding \$50,000, 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) based on the amount or estimated amount of any order. 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:

For job orders exceeding \$100,000, 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 States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) based on the amount or estimated amount of any order. 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:

For any repairs or replacements, 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, insofar as applicable to the work to be performed hereunder.

Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.

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

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

#### Workers' Compensation:

##### Definitions:

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

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

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

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

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

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

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

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

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

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter. The contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

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

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



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

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

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

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

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

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

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

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

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

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

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

#### Incorporation of Attachments:

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

Attachment A – Part One – General Information

Attachment A – Part Two – Experience, Background, Qualifications

Attachment A – Part Three – Proposed Plan

Attachment B – Price Schedule

Attachment C – Contracts Disclosure Form

Attachment D – Litigation Disclosure Form

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

Attachment F – SBEDA Utilization Plan Commitment Form

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

Attachment H – Certificate of Interested Parties (Form 1295)

Attachment I – Prevailing Wages

Attachment J – Working with COSA – Keys to Faster Payments

Attachment K – Criminal Justice Information Services (CJIS) Addendum

Attachment L – City Holidays and Closures

Attachment M – Proposal Checklist

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

Attachment O – Pre-Submittal Agenda



## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services:

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

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

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

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

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

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

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

### Invoicing and Payment:

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

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

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



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

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

#### Information Required On Invoice:

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

#### Payment by City:

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

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

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount.

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

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

**Change Orders:** In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

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

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

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

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

#### Termination:

**Termination-Breach:** Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without



further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

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

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

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

#### **INDEMNIFICATION:**

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

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

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

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

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



## Records Retention.

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

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

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

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

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

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

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

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

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

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



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

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

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

**State Prohibitions on Contracts:**

This section only applies to a contract that:

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

"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.

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

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

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

007 - SIGNATURE PAGE

By submitting a proposal, Respondent represents that:

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

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

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

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

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Information  
Please Print or Type

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

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

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

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

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

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

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

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

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

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



## 008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

Director – the Director of City's Finance Department, or Director's designee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**GENERAL INFORMATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Partnership

☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit

Also, check one: ☐ Domestic ☐ Foreign

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

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

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

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

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

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

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

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

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

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

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

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

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

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

List Related Companies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**11. Previous Contracts:**

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

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

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

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

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

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

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**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, similar to those contained within the Scope of this RFCSP, within the past three (3) years.**

The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below for the references you have submitted.

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



**ATTACHMENT A, PART TWO**  
**EXPERIENCE, BACKGROUND, QUALIFICATIONS**

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture. **Respondent shall limit information regarding pricing, Small Business Economic Development Advocacy Program (and associated certifications for any joint ventures or sub-contractors), and the Veteran-Owned Small Business Preference Program participants.**

1. Describe Respondent's experience relevant to ELECTRICAL MAINTENANCE work requested by this RFCSP to include the following:
  - a. List and describe relevant contracts or projects performed over the past three (3) years.
  - b. Indicate the number of years Respondent has provided commercial ELECTRICAL MAINTENANCE work as defined in this RFCSP.
  - c. Indicate the number of labor disputes within the past three (3) years in which the Respondent's involvement resulted in a work stoppage or reduction in service level. Provide explanation detailing the circumstances for each dispute, location, and outcome.
  - d. Please provide a copy of valid ELECTRICAL License by the Texas Department of Licensing and Regulation, 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.
2. 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 at high visibility or similar 24/7 facilities over the past four (4) years. Identify associated results or impacts of the project/work performed. Indicate challenges and how they were met.
3. Describe Respondent's specific experience with public entities clients, especially large municipalities. 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. Describe the experience and skill levels of your employees who would be providing ELECTRICAL MAINTENANCE services if you are awarded this contract, including license levels, years of experience, and specific projects completed.
5. Describe Respondent's experience with RSMeans. Include years of experience, training, books available for use, and the number of clients with whom you use RSMeans for pricing. Identify the staff member that will prepare City OCPs, if awarded the contract. Include the staff member's individual experience with RSMeans.
6. 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.
  - a. Indicate whether Respondent's proposed subcontractors or Joint Venture team members have ever been terminated from a contractor prior to project completion within the past four (4) years. If yes, provide the firm name and a brief explanation.
  - b. Indicate whether Respondent's proposed subcontractor(s) or Joint Venture team members have ever failed to receive an agreement extension or award for eligible phase work within the past four (4) years. If yes, provide the firm name and a brief explanation.
7. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit the following items:

1. **Staffing Plan** - Describe Respondent's Staffing Plan on providing trade services; include a job description for each position that is included in the Staffing Plan. Indicate which, if any, positions, Respondent is planning to fill with current, experienced qualified local service employees to perform work. Include work hours and number of employees scheduled during the work hours, and problem resolution with staff scheduling.
2. **On Call Management Plan** - Describe how Contractor will provide consistently reliable service. Include the following:
  - a. Process for receiving and responding to OCCS requests to include both emergency and non-- emergency notifications. Provide timeline from request to response to a city call.
  - b. Include plan for how Respondent will provide "priority" trade repair service to the City, while maintaining own customer base.
  - c. Include plan to successfully meet response times for emergency and non-emergency calls. Provide timeline from request to response to a city call.
  - d. "Provide a detailed example of an On-Call Proposal (OCP) utilizing the RSMeans Cost Data Price Book (UPB) as per the **Sample Project** below. The sample OCP shall include the RSMeans City Cost Indexes (CCI) coefficient for San Antonio, TX.  
  
Sample Project:  
The City of San Antonio is soliciting bids for the replacement of street 12-foot light pole and fixture that was damaged by a vehicle (load is 120 V 175 watts medium base metal halide). All work will be during normal working hours M-F 8:00am-5:00pm. The contractor shall furnish and install all materials and perform all labor necessary to complete the work.
  - e. Provide Respondent's procedure for notifying the City regarding project delays.
  - f. Describe proposed procedures for notifying the city in the event of unforeseen circumstances that may arise and require a change order.
  - g. Provide a list of assumptions
  - h. Provide a schedule to complete the work.
3. **Identification Plan** - Describe Respondent's plan for ensuring that vehicles and uniforms clearly identify company name as well as plan for meeting employee ID badge requirements.
4. **Safety Plan** - Describe Respondent's safety plan. Said plan must address all aspects of the Respondent's safety procedures including responsibility for OSHA compliance, drug testing, trend analysis, corrective action and interface with City inspectors.
5. **Quality Assurance/Quality Control (QA/QC) Plan** - Describe Respondent's QA/QC Plan to include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with City, and control of subcontractors' performance, if any. Include a copy of Respondent's Standard Operating Procedures (SOP).
6. **Training Plan** - Describe training and instruction programs that Respondent will provide to its employees working on OCCS projects. Describe how Respondent and individuals assigned will meet the aces requirements.



7. **Communication Plan** - Describe contract administration/communication procedures. Discuss lines of communications and interaction with City staff and others.
8. **Project Coordination Plan**  
a. Describe how projects requiring multiple trades will be coordinated and managed (if awarded).
9. **Additional Information** - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.
10. **Provide a primary point-of-contact.** Vendor shall provide a point-of-contact and phone number for all inquiries from the City if awarded this contract.

Name	
Title	
Office Phone	
Cell Phone	
Fax#	
E-mail	

**ATTACHMENT B**  
**PRICE SCHEDULE**

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

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

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

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

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

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

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



1. The RS Means City Cost Indexes (CCI) coefficient for San Antonio, TX (from the RS Means Cost Data Catalog) shall be applied to the RS Means Cost Data Unit Price Book. This section is for services anticipated to be accomplished during normal working hours.
2. Contractor's Coefficient is to be applied to RS Means Unit Price Book services anticipated to be accomplished during both normal working hours and overtime working hours.
3. The actual pricing for work performed under this contract will be based on the unit rates contained in the most current Unit Price Book, 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 Original Contract Term and any renewals.
4. For those job items not listed in the specified R.S. Means Cost Data Book, pricing shall be determined by applying the same coefficient other applicable current R.S. Means publications however, OCP must clearly identify the publication utilized. If the specific job item is not listed in any R.S. Means publications, then the price will be determined through selected Respondent's discount off suggested retail price.

**PROMPT PAYMENT DISCOUNT:**

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

## ATTACHMENT C

### CONTRACTS DISCLOSURE FORM

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

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
- Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>

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



## ATTACHMENT D

### LITIGATION DISCLOSURE FORM

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

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

Yes ☐

No ☐

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

Yes ☐

No ☐

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

Yes ☐

No ☐

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

**ATTACHMENT E**

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

**(Posted as a separate document)**



**ATTACHMENT F**

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

**(Posted as a separate document)**

## **ATTACHMENT G**

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

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

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

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



## ATTACHMENT H

### Certificate of Interested Parties (Form 1295)

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

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

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

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

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

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

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

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

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

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

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

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

"General Decision Number: TX20210231 01/01/2021

Superseded General Decision Number: TX20200231

State: Texas

Construction Type: Building

County: Bexar County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections



under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021

\* ASBE0087-014 03/02/2020

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 23.97	10.79

-----  
BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

-----  
\* ELEC0060-003 07/27/2020

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 29.60	15%+5.45

-----  
\* ELEC0060-004 07/27/2020

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 29.60	18%+5.45

-----  
ELEV0081-001 01/01/2020

	Rates	Fringes
--	-------	---------

ELEVATOR MECHANIC.....\$ 41.90 34.765

FOOTNOTES:

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

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

-----  
ENGI0450-002 04/01/2014

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

-----  
IRON0066-013 06/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 23.45	6.83

-----  
IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 25.26	7.13

-----  
\* PLUM0142-009 07/01/2020

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



Installation Only).....\$ 30.25	13.36
PIPEFITTER (Including HVAC	
Pipe Installation).....\$ 31.90	13.76
Including HVAC Pipe Installation	
PLUMBER (Excludes HVAC Pipe	
Installation).....\$ 31.90	13.76
Excludes HVAC Pipe Installation	

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SFTX0669-002 04/01/2020

	Rates	Fringes
SPRINKLER FITTER (Fire		
Sprinklers).....\$ 30.64		21.68

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SHEE0067-004 07/01/2020

	Rates	Fringes
Sheet metal worker		
Excludes HVAC Duct		
Installation.....\$ 27.31		15.51
HVAC Duct Installation Only.\$ 27.31		15.51

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SUTX2014-006 07/21/2014

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

Stud Installation.....	\$ 16.86	4.17
CAULKER.....	\$ 15.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 22.27	5.30
DRYWALL FINISHER/TAPER.....	\$ 13.81	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.18	0.00
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.39	3.04
IRONWORKER, REINFORCING.....	\$ 12.27	0.00
LABORER: Common or General.....	\$ 10.75	0.00
LABORER: Mason Tender - Brick...	\$ 11.88	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00	0.00
LABORER: Pipelayer.....	\$ 11.00	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 8.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.98	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.00	0.00
OPERATOR: Bulldozer.....	\$ 14.00	0.00
OPERATOR: Drill.....	\$ 14.50	0.00



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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed



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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal



process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

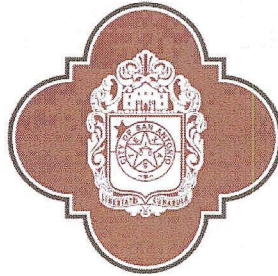
Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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## ATTACHMENT J

### WORKING WITH COSA – KEYS TO FASTER PAYMENT



## CITY OF SAN ANTONIO

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

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

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

#### ***By Mail:***

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

#### ***By Delivery service:***

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



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

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

Original, first time submission invoices only

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

Statements & status inquiries

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

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

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

**Finance Department  
City of San Antonio**

**Criminal Justice Information Services (CJIS)**

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

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

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

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

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

1.1 Definitions

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

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

2.1 Responsibilities of the Contracting Government Agency.

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

3.1 Responsibilities of the Contractor.

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

4.1 Security Violations.

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

4.3 Security violations can justify termination of the appended agreement.

4.4 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.1 Audit



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

#### 6.1 Scope and Authority

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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



### Texas Signatory Page

The undersigned parties agree that the *Security Addendum* is now a part of the contract between the entities. The parties agree to abide by all requirements of the *Security Addendum* and the *CJIS Security Policy*, and it shall remain in force for the term of the contract. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between a confidentiality clause in the underlying contract and the *Security Addendum* and/or the *CJIS Security Policy*, the *Security Addendum* and the *CJIS Security Policy* shall govern any information covered by the *Security Addendum* and/or the *CJIS Security Policy*.

(To be signed and dated by the vendor and law enforcement agency representative(s) who signed the original contract, or at least who have authority to bind each entity.)

---

Printed Name of Agency Representative

---

Signature of Agency Representative

---

Title

---

Agency Name and ORI

---

Date

---

Printed Name of Vendor (Contractor) Representative

---

Signature of Vendor (Contractor) Representative

---

Title

---

Vendor Organization Name

---

Date

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

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



## ATTACHMENT M

### PROPOSAL CHECKLIST

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

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

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

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

**ATTACHMENT N**

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

**(Posted as a separate document)**

**ATTACHMENT O**

**PRE-SUBMITTAL AGENDA**

**(Posted as a separate document)**





**ADDENDUM III**

**SUBJECT:** Request for Competitive Sealed Proposal ("RFCSP") for Annual Job Order Contract for On-Call Electrical Services-Citywide (RFCSP 22-012, RFx 6100014621), Scheduled to Open: November 24, 2021; Date of Issue: October 8, 2021

**FROM:** Denise Gómez Esquivel, C.P.M., CPPB  
Procurement Administrator

**DATE:** April 22, 2022

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

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

1. Section 005 – SUPPLEMENTAL TERMS & CONDITIONS, Original Contract Term and Renewals, are amended to read as follows:

**Original Contract Term:**

This contract shall begin upon the effective date of the ordinance awarding the contract and terminate December 31, 2023, or the second anniversary of the effective date, whichever is sooner.

**Renewals:**

At City's option, this Contract may be renewed under the same terms and conditions for three (3) additional (1) year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore. The City hereby establishes the maximum aggregate contract price of \$2.4 million, 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.

Denise Gómez Esquivel, C.P.M., CPPB  
Procurement Administrator  
Finance Department – Purchasing Division

**\*\*ACKNOWLEDGED AND AGREED\*\***

Date 25 April 2022

Company Name Central Electric Ent. & Co

Address 2320 SW 36th St

City/State/Zip Code San Antonio, Tx 78237

Signature



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Denise Gómez Esquivel, C.P.M., CPPB  
Procurement Administrator  
Finance Department – Purchasing Division

**\*\*ACKNOWLEDGED AND AGREED\*\***

Date 4-24-22

Company Name HJD Capital

Address 5424 Hwy 90 West

City/State/Zip Code San Antonio, TX 78227

Signature John Warren

Digitally signed by John Warren  
DN: cn=John Warren, email=jwarren@hjdcapital.com, o=HJD Capital  
Reason: I am approving this document  
Date: 2022.04.25 13:42:55-0500





**ADDENDUM III**

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*Denise Gómez Esquivel*

Denise Gómez Esquivel, C.P.M., CPPB  
Procurement Administrator  
Finance Department – Purchasing Division

**\*\*ACKNOWLEDGED AND AGREED\*\***

Date 4.25.22

Company Name FRED CLARK Electric

Address 1211 N. HACKBERRY

City/State/Zip Code SAN ANTONIO, TX. 78202

Signature *Chris J. [illegible]*