LOC/rk
6/9/16
Item No. 5

AN ORDINANCE 2016-06-09-0429

ACCEPTING THE BID FROM GRAYBAR ELECTRIC COMPANY, INC. TO PROVIDE CITY DEPARTMENTS WITH THE PURCHASE AND DELIVERY OF ELECTRICAL AND LIGHTING PARTS AND SUPPLIES FOR AN ESTIMATED COST OF $700,000.00 ANNUALLY, FUNDED FROM THE GENERAL FUND.

* * * * *

WHEREAS, the U.S. Communities Government Purchasing Alliance ("U.S. Communities"), a non-profit entity established to assist public entities in reducing the cost of purchased goods, acts as a clearinghouse of government contracts procured by a lead public entity that are available for cooperative purchase, and facilitates administration of the purchases by local government representatives who wish to make purchases from contracts listed with U.S. Communities; and

WHEREAS, the County of Los Angeles, California, acting as lead public agency on behalf of U.S. Communities, entered into a contract with Graybar Electric Company, Inc. to provide the purchase and delivery of electrical and lighting parts and supplies to governmental entities; and

WHEREAS, Graybar Electric Company, Inc. submitted an offer to the City, pursuant to the US Communities contract, to provide the purchase and delivery of electrical and lighting parts and supplies; and

WHEREAS, this purchase meets the requirements under the terms of the intergovernmental cooperative purchasing agreement entered into by the City of San Antonio by Ordinance No. 98797 on February 12, 2004; **NOW THEREFORE:**

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

SECTION 1. The City hereby accepts the offer from Graybar Electric Company, Inc., utilizing the US Communities Cooperative Purchasing Program, to provide the purchase and delivery of electrical and lighting parts and supplies for an estimated cost of $700,000.00, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the bid tabulation sheet and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Funds will be encumbered upon issuance of a purchase order(s), and payment is authorized to Graybar Electric Company, Inc. All expenditures will be in accordance with the Fiscal Year 2016 budget, and such other appropriations necessary to fund the contract through its term as evidenced by subsequent ordinances.

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

PASSED and APPROVED this 9th day of June, 2016.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**5 (in consent vote: 5, 6, 7, 8, 9, 10, 11A, 11B, 13, 14, 15, 17, 18, 20, 21, 22, 23)**
Date:	06/09/2016
Time:	09:38:37 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the bid from Graybar Electric Company, Inc. to provide City Departments with the purchase and delivery of electrical and lighting parts and supplies for an estimated cost of $700,000.00 annually, funded from the General Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8	x					
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

City of San Antonio Bid Tabulation

Exhibit I

Opened:	April 15, 2016	
For:	Annual Contract for Electrical and Lighting Parts and Supplies	
6100007391	MS	

Item	Description	US Communities Graybar Electric Company, Inc. 4503 Perrin Creek San Antonio, TX 78217 210-248-3100
	Product Category:	
1	**Conduits, Plugs, & Nipples**	
a	Metal Conduit, Fittings, Elbows & Accessories	
	Catalog Price	Cost Plus Not to Exceed 18 - 30%
	Name of Catalog	U.S. Communities MA-IS-1340234
	Catalog Publication Date	4/1/2013
	Manufacturer	Various
b	Strut, Threaded Rod, Fittings & Accessories	
	Catalog Price	Cost Plus Not to Exceed 22 - 26%
	Name of Catalog	U.S. Communities MA-IS-1340234
	Catalog Publication Date	4/1/2013
	Manufacturer	Various
c	PVC Conduit, Boxes, Fittings & Accessories	
	Catalog Price	Cost Plus Not to Exceed 22 - 30%
	Name of Catalog	U.S. Communities MA-IS-1340234
	Catalog Publication Date	4/1/2013
	Manufacturer	Various
2	**Connectors, Tape, & Straps**	
a	Metal Conduit Connectors, Couplings, Straps, Fittings & Accessories	
	Catalog Price	List Less 0 - 83%
	Name of Catalog	U.S. Communities MA-IS-1340234
	Catalog Publication Date	4/1/2013
	Manufacturer	Various
b	Tape, Splices, Fire Stop, Connectors & Accessories	
	Catalog Price	List Less 0 - 30%
	Name of Catalog	U.S. Communities MA-IS-1340234
	Catalog Publication Date	4/1/2013
	Manufacturer	Various
3	**Couplings, Covers, & Bushings**	
a	Metal Conduit Connectors, Couplings, Straps, Fittings & Accessories	
	Catalog Price	List Less 0 - 83%
	Name of Catalog	U.S. Communities MA-IS-1340234
	Catalog Publication Date	4/1/2013
	Manufacturer	Various
b	Electrical Devices, Box & Enclosure Covers	
	Catalog Price	List Less 0 - 89%
	Name of Catalog	U.S. Communities MA-IS-1340234
	Catalog Publication Date	4/1/2013
	Manufacturer	Various
4	**Receptacles, Bolts, & Insulation**	
a	Switches, Receptacles, Wiring Devices, Controls & Accessories	
	Catalog Price	List Less 5 - 68%
	Name of Catalog	U.S. Communities MA-IS-1340234
	Catalog Publication Date	4/1/2013
	Manufacturer	Various
b	Hardware, Bolts, Insulation & Accessories	
	Catalog Price	List Less 0 - 36%
	Name of Catalog	U.S. Communities MA-IS-1340234
	Catalog Publication Date	4/1/2013
	Manufacturer	Various
5	**Transformers, Switches, & Fuses**	
a	Transformers, Motor Control, Switches, Fuses, Fuse Blocks & Accessories	
	Catalog Price	List Less 0 - 67%
	Name of Catalog	U.S. Communities MA-IS-1340234
	Catalog Publication Date	4/1/2013
	Manufacturer	Various

City of San Antonio Bid Tabulation

Opened:	April 15, 2016	
For:	Annual Contract for Electrical and Lighting Parts and Supplies	US Communities
6100007391	MS	Graybar Electric Co, Inc. 4503 Perrin Creek San Antonio, TX 78217 210-248-3100
Item	**Description**	
6	**Lamps, Lamp Fixtures, Bulbs**	
a	All Lamps, Ballast, Bulbs, LED Bulbs, Replacement Bulbs & other Lamp Accessories	
	Catalog Price	List Less 0 - 92%
	Name of Catalog	U.S. Communities MA-IS-1340234
	Catalog Publication Date	4/1/2013
	Manufacturer	Various
b	All Indoor, Outdoor, Roadway and Other Lighting Fixtures including LED	
	Catalog Price	Cost Plus Not to Exceed 23%
	Name of Catalog	U.S. Communities MA-IS-1340234
	Catalog Publication Date	4/1/2013
	Manufacturer	Various
7	**Wire, Cable, & Hardware**	
a	Electrical Wire, Cable, Cord, Wiring Harnesses, Extension Cord & Other Wire & Cable Products	
	Catalog Price	Cost Plus Not to Exceed 18 - 30%
	Name of Catalog	U.S. Communities MA-IS-1340234
	Catalog Publication Date	4/1/2013
	Manufacturer	Various
b	Hardware	
	Catalog Price	List Less 0 - 36%
	Name of Catalog	U.S. Communities MA-IS-1340234
	Catalog Publication Date	4/1/2013
	Manufacturer	Various
8	**Boxes, Enclosures & Breaker Circuits**	
a	Electrical Boxes & Enclosures, Vaults, Wiring Duct, Wire Way, Floor Boxes, & Box Accessories	
	Catalog Price	List Less 0 - 89%
	Name of Catalog	U.S. Communities MA-IS-1340234
	Catalog Publication Date	4/1/2013
	Manufacturer	Various
b	Electrical Distribution Products, Circuit Breakers, Controls, Enclosures, Doors / Covers & Accessories	
	Catalog Price	List Less 0 - 67%
	Name of Catalog	U.S. Communities MA-IS-1340234
	Catalog Publication Date	4/1/2013
	Manufacturer	Various
	Payment Terms	Net 30

INTEGRATION AGREEMENT FOR ANNUAL CONTRACT FOR ELECTRICAL AND LIGHTING PARTS AND SUPPLIES

REQUEST FOR OFFER ("RFO") NO.: 6100007391

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), by and through its Director of Finance or said Director's designee, and Graybar Electric Company, Inc. (Graybar), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

1.0 CONTRACT DOCUMENTS

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

1.1 This Integration Agreement;

1.2 City's RFO No.: 6100007391, including all attachments and addenda thereto;

1.3 Graybar's proposal in response to City's RFO No.: 6100007391.

2.0 PRICING

Parties agree that pricing for this contract shall be in accordance with the US Communities Cooperative Purchasing Contract number MA-IS-1340234.

3.0 WARRANTY

Parties agree that warranties shall be in accordance with Graybar's proposal.

4.0 NON-EXCLUSIVITY

Parties agree that this is not an exclusive contract. City has, and may have in the future, contracts with other vendors for items that may be available through Graybar. Purchase of items from another source shall not constitute a breach of this contract.

5.0 ENTIRE AGREEMENT

This Agreement, together with its attachments and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

CITY OF SAN ANTONIO	**GRAYBAR ELECTRIC COMPANY, INC.**
_____	E. Eddleman
Print Name: _____	Print Name: Eric Eddleman
Title: _____	Title: Sales manager
Date: _____	Date: 4-27-16

Approved as to Form:

_____

Assistant City Attorney

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100007391

ANNUAL CONTRACT FOR ELECTRICAL AND LIGHTING PARTS AND SUPPLIES

Date Issued: APRIL 8, 2016

RESPONSES MUST BE RECEIVED **NO LATER** THAN:
10:00 AM CT, APRIL 15, 2016

Responses may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
Purchasing Division
Finance Department
City of San Antonio
111 Soledad, Suite 500, Fifth Floor
San Antonio, Texas 78205

Mailing Address:
Purchasing & General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR ELECTRICAL AND LIGHTING PARTS AND SUPPLIES"

Offer Due Date: 10:00 A.M. CT, APRIL 15, 2016

RFO No.: 6100007391

Offeror's Name and Address

Bid Bond: NO Performance Bond: NO Payment Bond: NO Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: DBE / ACDBE Requirements:

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

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on **N/A** at N/A at N/A.

Staff Contact Person: MICHAEL SIMONOFF, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966
Email: MICHAEL.SIMONOFF@SANANTONIO.GOV

SBEDA Contact Information: , 210-207-3900,

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

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

Offers sent to City by facsimile or email shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For hard copy offers, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

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

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at http://www.sanantonio.gov/purchasing/. Offerors 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 Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

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

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

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

Specified items identified herein, if any, are for overall offer 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.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO 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 RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 3 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors 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 prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

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

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

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for

new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

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

Preparation of Offers.

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

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

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers 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" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer 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" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. 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. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered 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 an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror'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.

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

Offerors 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 RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror 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 Offeror may not be considered confidential under Texas law, or pursuant to a

Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

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

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

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

The offer is conditional; or

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

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

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on 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" offer in the Supplemental Terms & Conditions.

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

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 RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror'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 offer price, either per line item or total offer 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 offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

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

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

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

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

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

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

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

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

If delivering by hand, deliver to:

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

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

a. The City of San Antonio is soliciting bids for the purchase and delivery of various Electrical and Lighting Parts and Supplies, including energy saving products, in accordance with the specifications listed herein. These parts and supplies are utilized and will be purchased on an "as needed" basis by various facilities throughout the City. The scope of service in this Request for Offer **DOES NOT** include a services component such as retrofitting, lighting audits, installation, removal or disposal of product, or any repair services.

1. PRODUCT CATEGORIES

a. This solicitation has been divided into categories with items that generally represent those most frequently purchased. Energy saving products should be provided as purchase option in each category if applicable.

1. CONDUITS, PLUGS & NIPPLES
2. CONNECTORS, TAPE & STRAPS
3. COUPLINS, COVERS & BUSHINGS
4. RECEPTACLES, BOLTS & INSULATION
5. TRANSFORMERS, SWITCHES & FUSES
6. LAMPS, LAMP FIXTURES & BULBS
7. WIRE, CABLE & HARDWARE
8. BOXES, ENCLOUSURES & BREAKER CIRCUITS

2. PUNCH-OUT CATALOG:

An electronic online catalog is preferred but not a requirement. The bidders electronic online catalog will have the capability of "punch-out" integration with the City of San Antonio's (COSA) SAePS e-procurement system (see Section 5, Supplemental Terms and Conditions, "Internal/External Catalog").

a. The online catalog should have a separate web page entrance for COSA shoppers to access.

b. The online catalog shall annotate the product discounts awarded for the differing discounts of the catalog categories shown in the Price Schedule and, if applicable, the Market Basket Pricing Worksheet.

c. Vendor must be able to provide training on how to use the online catalog for first time users at no additional cost to the City.

d. The online catalog shall reference the RFX number – 6100007391, AC Electrical and Lighting Parts and Supplies.

e. Vendor must be capable of restricting the viewing and ordering of the following categories of items, either as a group or individual items within the group, which may be exempt from this RFO:

- Advance Ballast
- Phillips Lamps
- Any other items that are not part of this electrical and lighting parts and supplies solicitation.

3. PRICING:

a. Contract pricing will be in the form of discount off the catalog price. Discounts in Price Schedule, Section 1 – Catalog Discounts by Category, may vary by category but must be consistent for all products within the category. Discounts in Price Schedule, Section 2 – Market Basket Pricing Worksheet may vary within the category.

b. Discounts quoted shall be held firm for the term of the contract.

c. On Attachment A, Price Schedule, Section 1 – Catalog Discounts by Category, the Bidder shall enter the catalog name and catalog publication date to which the discount can be applied for each category and the percent discount allowed from the catalog. Bidder must submit one single discount percentage per category. Discount ranges submitted for one category (i.e. 20% to 40%) are not acceptable. Proposed catalogs must be submitted with bid response.

d. On Attachment A, Price Schedule, Section 2 - Market Basket Pricing Worksheet, the Bidder shall enter the final price for the items listed. The list of items in the Market Basket Pricing Worksheet is comprised of the highest volume products purchased in calendar year 2014. Bidders are encouraged to give deeper discounts over and above the discounts entered in Section 1 of the Price Schedule. However, any deeper discounts offered in the Market Basket Pricing Worksheet must remain fixed for the duration of the contract term.

e. The Market Basket Pricing Worksheet will NOT be awarded separately.

f. Award will be made by category, after evaluation of items from both the Price Schedule (Section 1) and the Market Basket Pricing (Section 2) Worksheet. For the purposes of evaluation, any item left blank shall be deemed "no bid".

The price comparison will be conducted by using the market basket items calculated with the catalog discount percentage offered from price schedule I and price schedule II.

Example 1:
Vendor A: Category A, Catalog 0% discount offered
Vendor A: Market Basket, Category A, Item 1, 90% discount offered
Item 1 is ABC Conduit, list price $1.00.
Catalog discount applied equals net price of $1.00
Market Basket Discount applied equals net price of $.10
Total price = $1.10

Example 1:	Vendor A
Category A: Electrical Catalog Discount Offered (Price Schedule Section 1)	0%
Category A: Market Basket Discount Offered Item 1 (Price Schedule Section II)	90%
Item 1: ABC Conduit List Price	$1.00
Catalog Discount Net Price for Category A Item 1	$1.00
Market Basket Discount Net Price for Category A Item 1	$0.10

g. **If submitting a hard copy bid, submit one original, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to address on cover page by the due date provided on the Cover Page. Submit one copy of the price schedule bid on compact disk (CD/electronic memory) containing an Adobe PDF version and an excel version of the entire price schedule.**

4. DELIVERY

a. All orders will be placed by individual departments, and must be packaged separately, marked for the appropriate department, and be accompanied by a packing slip, inside the package. All shipments are to be delivered directly to the City facility address. All shipments shall include a packing label that includes at a minimum the following:

- Delivery Address
- City facility/division
- City facility point of contact information and telephone number

A packing slip shall also be included with each shipment, which shall include at a minimum the following information:

- Line item description
- Date ordered
- Quantity ordered

- Quantity included in shipment
- Any backordered items
- Unit price and extensions
- Number of parcels
- Purchase order number
- City facility name

There are approximately 100 delivery locations; each location will specify the delivery timeframe and point of contact upon issuance of a purchase order.

b. Freight and delivery shall not be add-on costs, and a separate line item for fuel surcharges will not be accepted. No charges for handling charges will be allowed, which includes, but is not limited to, packing, wrapping, bags, containers or reels, hazardous fees, etc. Bids must not be conditioned on minimum deliveries. Any bids stipulating dollar or quantity minimums will be rejected from further evaluation.

c. Routine delivery response to any City facility shall be within three business days after receipt of order. Rush orders shall be delivered within two business days after receipt of order. The City reserves the right to pick-up supplies in emergency situations. All prices to be quoted F.O.B., City of San Antonio facility.

d. Vendor must be capable of making desktop deliveries twice a week between 8:00 am and 4:00 pm, Central Time. Deliveries must be made to the desk of the person identified on the order or as otherwise instructed on the purchase order. The maximum time to deliver shall be no longer than three business days after the purchase order is received. Any delay in delivery must be communicated to the ordering person within 24 hours.

e. It is understood and agreed that any item offered or shipped as a result of this bid shall be new, unused, and current production at the time of bid submission, unless otherwise specified. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

f. The City will not pay a restocking fee for items returned in new, unused condition within 30 calendar days after delivery, with the exception of special order items.

g. Delivery personnel shall be required to deliver products to a specified area of the designated facility or dock. It will be the Vendor's responsibility to provide any equipment needed to complete the delivery process. Vendor's delivery personnel must wait for the order to be received, invoice(s)/packing slip(s) verified and signed with discrepancies (shortages, longs, damage, etc.) documented on the delivery invoice.

h. At the time of delivery, a designated City employee will sign the "invoice/packing slip." This signature will only indicate that the order was received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

5. DEFECTIVE PRODUCTS

a. In the event any material is found to be defective, the Vendor shall pick-up the products and the City shall not be liable for payment of the materials or any other charges incurred. If defective material is encountered, it is the responsibility of the Vendor to remedy all problems in a timely manner. The City will not be responsible for charges incurred as a result of the defective items. In addition, the Vendor will notify the City of San Antonio of the problem and proposed remedy.

6. REPORT OF SALES

a. Vendor shall provide, at the City's request, quarterly reporting that contains detailed information for each item purchased. Reports are to be provided at the end of each quarter period and shall be provided electronically. The report shall include, at a minimum, the following information:

1. Name of Department
2. Purchase Order Number
3. Order date
4. Invoice number
5. Invoice date

6. Manufacturer Name
7. Manufacturer SKU or Product Code
10. Vendor Product Number
11. Product Description
12. Product Unit of Measure (UOM)
13. Number of Items per UOM
14. Quantity of UOM Ordered
15. Extended Price (Quantity * Unit Price: calculated automatically)

7. EXPERIENCE

Vendors must possess verifiable experience in sales of electrical supplies and be properly licensed to do business within the State of Texas. Verifiable experience should include accounts equal or larger in size and scope to this RFO 6100007391.

8. REFERENCES

a. Vendor shall provide three references of recent clients with similar requirements as specified in this Invitation for Bid. Reference information shall include contact person, phone number, fax number and email address of a person that may be contacted. The City of San Antonio is especially interested in receiving references from clients who have purchased products similar to those requested by the City.

9. DISCONTINUED ITEMS

a. If during the contract period an item is discontinued by the manufacturer and the manufacturer offers a replacement, the Vendor **must** receive approval from the City's ordering department and the City's Purchasing Department prior to shipment of replacement items.

b. Products with a shelf-life shall be provided with a minimum expiration date of twelve months after the date delivered. Any materials delivered with an expiration date of less than twelve months will be returned to the supplier for credit or replacement at the supplier's expense.

10. RETURN OF ITEMS

a. In the event items need to be returned to the Vendor due to damage, miss-pick, agency ordering error, etc., a credit memo will be issued to the City of San Antonio. The credit memo will be applied to the referenced original billing invoice stated on the credit memo. The City of San Antonio shall not be assessed restocking charges or any other form of return charges. Vendor shall pay for return shipment on any goods that arrive in a defective or inoperable condition. Vendor must arrange for the return shipment of damaged goods.

11. ENERGY STAR PRODUCTS

a. The Vendor must provide products that earn the Energy Star and meet the Energy Star specifications for energy efficiency. The Vendor is encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products.

b. Vendor shall provide a service or program to take back and recycle used products such as lamps and batteries at no additional cost to the City.

12. SUBMITTAL OF QUESTIONS

a. Bidder may submit written questions regarding this RFO by fax or e-mail to the individual identified below. All questions must be received by ***2:00 pm Central Time, April 12, 2016***. Questions received after the stated deadline will not be answered. When submitting questions please specify the RFO section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFO.

Questions should be addressed to:
Michael Simonoff, Procurement Specialist II
City of San Antonio, Purchasing Department
Michael.Simonoff@sanantonio.gov fax # (210) 207-7814

b. Questions submitted and the City's responses will be posted in the form of an Addendum through the San Antonio E-Procurement System (SAePS) Portal.

13. ACCOUNT REPRESENTATIVE:

a. Vendors will be required to assign an inside/outside representative(s) to manage the City's account for this RFO. The inside representative will be familiar with the City's account and RFO requirements, receive and review City orders, and respond to any issue or questions, including but not limited to returns and credits. The outside representative shall be able to resolve billing and delivery problems or any other issues that may require a personal visit to ordering departments. Vendor must notify the City's Purchasing Department immediately of any change in the assigned account representatives throughout the term of the contract.

Vendor shall list the account representative information servicing the City's account if awarded this contract.

Name:_____

Title: _____

Phone: _____

Fax: _____

Email:_____

14. PUNCH OUT CATALOG INFORMATION:

a. Bidders shall provide the requested information pertaining to punch out catalogs. Items left blank will be deemed as non-responsive.

- Is Vendor capable of hosting an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS (SRM-SAP –see OCI Document Attached-) (please circle one)

Yes_____ No_____

- Operations Point of Contact:

Name:_____

Title: _____

Phone: _____

Fax: _____

Email:_____

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed $50,000, and terminate on MARCH 31, 2017.

Renewals.

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

Temporary Short Term Extensions.

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

Temporary Contract Pending Award of Contract by City Council:

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

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

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

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

Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number MA-IS-1340234 through U.S. COMMUNITIES.

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

Warranty.

The warranty specified in Exhibit 1, if any, 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 RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. 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 EXHIBIT I, OR 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.

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 bid 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, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "*Annual Contract for Electrical and Lighting Parts and Supplies*" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

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

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Vendor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vendor shall pay any costs incurred resulting from provision of said documents.

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

F) Vendor 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, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor'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 Vendor'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 Vendor to stop work hereunder, and/or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

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

J) It is agreed that Vendor'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) Vendor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the righ ts 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 – Price Schedule I and II
Attachment B – Local Preference Identification Form
Attachment C – SBEDA Ordinance Compliance Provisions
Attachment D – Utilization Plan
Attachment E – Reference Sheet
Attachment F – Non-Discrimination Language
Attachment G – Certificate of Interested Parties
Attachment H - Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance
Attachment I - Veteran-Owned Small Business Preference Program Tracking Form

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, 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 RFO 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 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, 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 City as a result thereof. In addition, Vendor may be removed from 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 City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by 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.

Invoicing and Payment.

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

Information Required On Invoice.

All invoices must be in a form and content approved by 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 City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date 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 City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

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

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, 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.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

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, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the 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 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, it s 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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold 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 City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in 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.

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

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

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. 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 Amendment 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 an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer 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;

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

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

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

Offeror 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 Offer

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 Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

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

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

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

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

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

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

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

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

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

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

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

Specifications - a description of what City requires and what Offeror 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 offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

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

009 - ATTACHMENTS

Attachment - A

Price Schedule Section I

Catalog Discounts by Category

Local Preference Program (LPP) Ordinance

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

Bidders must complete Section I, Catalog Discounts by Category, pertaining to discount being offered, name of catalog and publication date of catalog. Prices entered in Section II, Market Basket Pricing Worksheet, must reflect the actual price derived from the list price/catalog less the percentage discount being offered. Vendor must submit catalog/price list with their bid submission, along with the discount quoted, will be used to complete the full range of items.

Bidder must submit one single discount percentage per category. Discount ranges submitted for one category (i.e. 20% to 40%) are not acceptable.

CATEGORY 1	**CONDUITS, PLUGS, & NIPPLES**
Typical Products ordered from this section may include, but are not limited to conduit, conduit fittings, and conduit mountings.	
1. Catalog % Discount Offered	Cost Plus Not to Exceed 18 – 30 %
2. Name of Catalog	Metal Conduit, Fittings, Elbows & Accessories
3. Catalog Publication Date	Current Cost In Effect
4. Manufacturer	All Applicable

1. Catalog % Discount Offered	Cost Plus Not to Exceed 22 – 26%
2. Name of Catalog	Strut, Threaded Rod, Fittings & Accessories
3. Catalog Publication Date	Current Cost In Effect
4. Manufacturer	All Applicable

1. Catalog % Discount Offered	Cost Plus Not to Exceed 22 - 30 %
2. Name of Catalog	PVC Conduit, Boxes, Fittings & Accessories
3. Catalog Publication Date	Current Cost In Effect
4. Manufacturer	All Applicable

1. Catalog % Discount Offered	%
2. Name of Catalog	
3. Catalog Publication Date	
4. Manufacturer	

CATEGORY 2	**CONNECTORS, TAPE, & STRAPS**
Typical Products ordered from this section may include, but are not limited to connectors, tape, cable ties.	
1. Catalog % Discount Offered	List Less 0 – 83 %
2. Name of Catalog	Metal Conduit Connectors, Couplings, Straps, Fittings & Accessories
3. Catalog Publication Date	Current List Price In Effect
	All Applicable

1. Catalog % Discount Offered	List Less 0 – 30 %
2. Name of Catalog	Tape, Splices, Fire Stop, Connectors & Accessories
3. Catalog Publication Date	Current List Price In Effect
4. Manufacturer	All Applicable

1. Catalog % Discount Offered	%
2. Name of Catalog	
3. Catalog Publication Date	
4. Manufacturer	

1. Catalog % Discount Offered	%
2. Name of Catalog	
3. Catalog Publication Date	
4. Manufacturer	

CATEGORY 3	**COUPLINGS, COVERS, & BUSHINGS**
Typical Products ordered from this section may include, but are not limited to couplings, covers, bushings.	
1. Catalog % Discount Offered	List Less 0 – 83 %
2. Name of Catalog	Metal Conduit Connectors, Couplings, Straps, Fittings & Accessories
3. Catalog Publication Date	Current List Price In Effect
4. Manufacturer	All Applicable

1. Catalog % Discount Offered	List Less 0 – 89 %
2. Name of Catalog	Electrical Devices, Box & Enclosure Covers
3. Catalog Publication Date	Current List Price In Effect
4. Manufacturer	All Applicable

1. Catalog % Discount Offered	%
2. Name of Catalog	
3. Catalog Publication Date	
4. Manufacturer	

1. Catalog % Discount Offered	%
2. Name of Catalog	
3. Catalog Publication Date	
4. Manufacturer	

CATEGORY 4	RECEPTACLES, BOLTS, & INSULATION
Typical Products ordered from this section may include, but are not limited to receptacles, bolts, & insulation.	
1. Catalog % Discount Offered	List Less 5 – 68 %
2. Name of Catalog	Switches, Receptacles, Wiring Devices, Controls & Accessories
3. Catalog Publication Date	Current List Price In Effect
4. Manufacturer	All Applicable

1. Catalog % Discount Offered	List Less 0 – 36%%
2. Name of Catalog	Hardware, Bolts, Insulation and Accessories
3. Catalog Publication Date	Current List Price In Effect
4. Manufacturer	All Applicable

1. Catalog % Discount Offered	%
2. Name of Catalog	
3. Catalog Publication Date	
4. Manufacturer	

1. Catalog % Discount Offered	%
2. Name of Catalog	
3. Catalog Publication Date	
4. Manufacturer	

CATEGORY 5	TRANSFORMERS, SWITCHES, & FUSES
Typical Products ordered from this section may include, but are not limited to transformers, switches, and fuses.	
1. Catalog % Discount Offered	List Less 0 – 67 %
2. Name of Catalog	Transformers, Motor Control, Switches, Fuses, Fuse Blocks and Accessories
3. Catalog Publication Date	Current List Price In Effect
4. Manufacturer	All Applicable

1. Catalog % Discount Offered	%
2. Name of Catalog	
3. Catalog Publication Date	
4. Manufacturer	

1. Catalog % Discount Offered	%
2. Name of Catalog	
3. Catalog Publication Date	
4. Manufacturer	

1. Catalog % Discount Offered	%
2. Name of Catalog	
3. Catalog Publication Date	
4. Manufacturer	

CATEGORY 6	**LAMPS, LAMP FIXTURES, & BULBS**
Typical Products ordered from this section may include, but are not limited to lamps, lamp fixtures, and bulbs.	
1. Catalog % Discount Offered	List Less 0 – 92 %
2. Name of Catalog	All Lamps, Ballasts, Bulbs, LED Bulbs, Replacement Bulbs and other Lamp Accessories
3. Catalog Publication Date	Current List Price In Effect
4. Manufacturer	All Applicable

1. Catalog % Discount Offered	Cost Plus Not To Exceed 23 %
2. Name of Catalog	All Indoor, Outdoor, Roadway and Other Lighting Fixtures including LED
3. Catalog Publication Date	Current Cost In Effect
4. Manufacturer	All Applicable

1. Catalog % Discount Offered	%
2. Name of Catalog	
3. Catalog Publication Date	
4. Manufacturer	

1. Catalog % Discount Offered	%
2. Name of Catalog	
3. Catalog Publication Date	
4. Manufacturer	

CATEGORY 7	**WIRE, CABLE & HARDWARE**
Typical Products ordered from this section may include, but are not limited to wire, cable, and hardware.	
1. Catalog % Discount Offered	Cost Plus Not To Exceed 18 – 30 %
2. Name of Catalog	Electrical Wire, Cable, Cord, Wiring Harnesses, Extension Cord and Other Wire & Cable Products
3. Catalog Publication Date	Current Cost In Effect
4. Manufacturer	All Applicable

1. Catalog % Discount Offered	List Less 0 – 36 %
2. Name of Catalog	Hardware (See Category 4)
3. Catalog Publication Date	Current List Price In Effect
4. Manufacturer	All Applicable

1. Catalog % Discount Offered	%
2. Name of Catalog	
3. Catalog Publication Date	
4. Manufacturer	

1. Catalog % Discount Offered	%
2. Name of Catalog	
3. Catalog Publication Date	
4. Manufacturer	

CATEGORY 8	**BOXES, ENCLOSURES & BREAKER CIRCUITS**
Typical Products ordered from this section may include, but are not limited to boxes, enclosures, and circuit breakers.	
1. Catalog % Discount Offered	List Less 0 – 89 %
2. Name of Catalog	Electrical Boxes & Enclosures, Vaults, Wiring Duct, Wire Way, Floor Boxes & Box Accessories
3. Catalog Publication Date	Current List Price In Effect
4. Manufacturer	All Applicable

1. Catalog % Discount Offered	List Less 0 – 67 %
2. Name of Catalog	Electrical Distribution Products, Circuit Breakers, Controls, Enclosures, Doors / Covers & Accessories
3. Catalog Publication Date	Current List Price In Effect
4. Manufacturer	All Applicable

1. Catalog % Discount Offered	%
2. Name of Catalog	
3. Catalog Publication Date	
4. Manufacturer	

1. Catalog % Discount Offered	%
2. Name of Catalog	
3. Catalog Publication Date	
4. Manufacturer	

Bidder shall list the account representative information servicing the City's account if awarded this contract.

ACCOUNT REPRESENTATIVE:

Name Dominic Rossi

Title: Sales Representative / Account Manager

Phone: 210- 248-3122 Fax: 210-248-3190 Email: dominic.rossi@graybar.com

ORDER PLACEMENT INFORMATION:

Bidder shall indicate preferred method for which the City departments are to place orders: Orders shall be placed via: (check all that apply)

Phone: 210-248-3109 Fax 210-248-3190 Email: Harry.Schneider@graybar.com

Contact Person: Harry Schneider

Prompt payment Discount_____%_____days. (If no discount is offered, Net 30 will apply).

CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT
DEPARTMENT

CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: ***Annual Contract for Electrical Lighting Parts and Supplies***

RESPONDENT NAME: GRAYBAR

SOLICITATION API: ***None***

API REQUIREMENTS: ***None***

Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime: GRAYBAR	$	100 %	N/A	Electrical & Lighting Commodity Supply ar
SAePS Vendor #:			SCTRCA #:	

List ALL subcontractors/suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

Sub: N/A	$	0 %		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	

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

Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
A.Total Prime Participation:	$	100 %	*A. Total base bid amount to be kept by prime.*	
B.Total Sub Participation:	$	0 %	*B. Total amount prime will pay to certified and non-certified subcontractors/suppliers*	
C.Total Certified Sub Participation:	$	0 %	*C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above*	
D.Total Prime & Sub Participation*:	$	100 %	*D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)*	

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

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

Print Name: Eric Edelman **Sign:** [signature] **Title:** Sales Manager

Date: 4-21-16

FOR CITY USE

Action Taken: Approved_____ **Denied**_____ _____

ASSISTANT DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

Version 09/04/13

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

Tracking. **This solicitation is not eligible for a preference** based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.

- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.

- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: 6100007391

Name of Respondent:	Graybar Electric	
Physical Address:	4503 Perrin Creek	
City, State, Zip Code:	San Antonio, TX 78217	
Phone Number:	210-248-3100	
Email Address:		
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	(No)
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	(No)
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

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

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

Eric Eddleman

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Sales Manager

Title

05-04-2016

Date

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

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of $50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of $50,000 to under $500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of $50,000 to under $100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

City Business is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:

(a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and

(b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a City Business have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

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CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: _____%

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: 6100007391

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

Name of Business:	Graybar Electric	
Physical Address:	34 North Meramec Avenue	
City, State, Zip Code:	St Louis MO 63105	
Phone Number:	1-800-GRAYBAR	
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: 6000		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	(No)
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	(No)
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio

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PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business:	Graybar Electric	
Physical Address:	4503 Perrin Creek	
City, State, Zip Code:	San Antonio, TX 78215	
Phone Number:	210-248-3100	
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: 45		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

City of San Antonio

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Local Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER'S / RESPONDENT'S FULL NAME:

Eric Eddleman

(Print Name) Authorized Representative of Bidder / Respondent

(Signature) Authorized Representative of Bidder / Respondent

Sales Manager

Title

05-04-2016

Date

This Local Preference Identification Form must be submitted with the bidder's / respondent's bid/proposal response.

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-42974

Date Filed:
04/20/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

City of San Antonio
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Antonio

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

IFB#6100004851 RFO#610000739
Electrical and Lighting Commodity Supply and Related Services based on Graybar U.S. Communities Electrical Contract MA-IS-1340234

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
CRYSTAL JEAN SOLIS
My Commission Expires
December 13, 2018

Sales Manager
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Eric Eddleman, this the 25th day of April, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Crystal Solis	Notary, State of Texas

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer 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;

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

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

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

Offeror Information

Please Print or Type

Vendor ID No.	1000761
Signer's Name	Eric Eddleman
Name of Business	Graybar
Street Address	4503 Perrin Creek
City, State, Zip Code	San Antonio, TX 78217
Email Address	eric.eddleman@graybar.com
Telephone No.	210-248-3100
Fax No.	210-248-3190
City's Solicitation No.	6100007391

Signature of Person Authorized to Sign Offer