LOC/jlf
3/10/16
Item No. 5

AN ORDINANCE 2016-03-10-0190

AUTHORIZING CONTRACTS WITH A-RAM PLUMBING, INC., CRAFTSMAN PLUMBING, AND HJD CAPITAL ELECTRIC, INC. TO PROVIDE ON-CALL PLUMBING MAINTENANCE AND REPAIR SERVICES FOR AN ESTIMATED AMOUNT OF $480,000.00 ANNUALLY, FUNDED FROM THE GENERAL FUND.

* * * * *

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

WHEREAS, three responses were received and evaluated; and

WHEREAS, staff recommends A-Ram Plumbing, Inc., Craftsman Plumbing, and HJD Capital Electric, Inc. for award of this contract; **NOW THEREFORE:**

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

SECTION 1. The proposals submitted by A-Ram Plumbing, Inc., Craftsman Plumbing, and HJD Capital Electric, Inc. to provide the City with on-call plumbing, maintenance and repair services are hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the score summary, RFCSP, and price schedules are attached hereto as **Exhibit I**. A copy of the proposals may be inspected in the offices of the Purchasing Division of the Finance Department.

SECTION 2. The amounts will be encumbered upon issuance of a purchase order, and payment is authorized to the vendors identified herein. All expenditures will be in accordance with the Fiscal Year 2016 and subsequent budgets that fall within the term period of this contract approved by City Council.

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

PASSED AND APPROVED this 10th day of March, 2016.

M A Y O R
for **Ivy R. Taylor**

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**5 (in consent vote: 5, 7, 8, 9, 10, 12, 14, 17, 18, 19, 21, 23, 24, 25, 26, 27, 28)**
Date:	03/10/2016
Time:	09:15:21 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing contracts with A-Ram Plumbing, Inc., Craftsman Plumbing, and HJD Capital Electric, Inc. to provide on-call plumbing maintenance and repair services for an estimated amount of $480,000.00 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				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		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				x
Michael Gallagher	District 10		x			x	

RFCSP Annual Job Order Contract for On-Call Plumbing Services - Citywide Final Score Summary RFx 6100006910 Interviews	Maximum Points	A-Ram Plumbing, Inc. 7139 Eckhert Rd. San Antonio, TX 78238	Craftsman Plumbing 1229 West Blanco Road San Antonio, TX 78232	HJD Capital Electric, Inc. 5424 Hwy 90 W San Antonio, TX 78227
A - Experience, Background, Qualifications	35	26.00	25.29	28.14
B - Proposed Plan	35	28.00	27.00	28.71
A - B SUB-TOTAL	70	**54.00**	**52.29**	**56.86**
C - Price Schedule	15	12.42	15.00	11.94
D - SBEDA - SBE Prime Contract Program	15	15.00	15.00	15.00
C - D SUB-TOTAL	30	**27.42**	**30.00**	**26.94**
TOTAL SCORE	100	**81.42**	**82.29**	**83.80**
RANK BASED ON TOTAL SCORE		**3.00**	**2.00**	**1.00**

Exhibit I

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100006910

ANNUAL JOB ORDER CONTRACT FOR ON-CALL PLUMBING SERVICES - CITYWIDE

Date Issued: NOVEMBER 20, 2015

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM, CENTRAL TIME, DECEMBER 16, 2015

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

Address for hard copy responses:

Physical Address:
City Clerk's Office
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

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

For Hard Copy Submissions, Mark Envelope

"ANNUAL JOB ORDER CONTRACT FOR ON-CALL PLUMBING SERVICES - CITYWIDE"

Proposal Due Date: 2:00 p.m., Central Time, DECEMBER 16, 2015

RFCSP No.: 6100006910

Respondent's Name and Address:

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference * YES
If YES, the Pre-Submittal Conference will be held on December 1, 2015 at 10:00 AM CT, Riverview Towers, 11th Floor; Finance Department - Purchasing Division; Hill Country Conference Room; 111 Soledad; San Antonio, TX 78205.

Staff Contact Person: Jennifer Gates, Procurement Specialist II, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: Jennifer.Gates@sanantonio.gov

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

This solicitation has been identified as High-Profile.

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

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

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

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003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals.

Submission of Hard Copy Proposals. Submit one original signed in ink, nine paper copies, and one copy of the of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

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

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

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

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

Respondents must sign the Signature Page on hard copy proposals and return the RFCSP document to City. For electronic proposals, Respondent's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Respondents are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Respondent's being held liable for the submission.

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before December 8, 2015. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

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

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the City Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is 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 proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

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

Pre-Submittal Conference.

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

distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Site Tours, if any, will begin at the conclusion of the conference.

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

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

Changes to RFCSP.

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

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

Preparation of Proposals.

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

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

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

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

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

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

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

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

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, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.

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

PART B

SUBMISSION REQUIREMENTS

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

If submitting a hard copy proposal, submit one original, signed in ink, nine paper copies, and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

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

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

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

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

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

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

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

Instructions for completing the Contracts Disclosure form:

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

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

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

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

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

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

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

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

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

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

ADDENDA. Sign and submit addenda, if any.

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

EVALUATION CRITERIA

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

Evaluation Criteria:

Experience, Background, Qualifications (35 points)

Proposed Plan (35 points)

Price (15 points)

SBE Prime Contract Program (15 Points)

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

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

Background

The City of San Antonio seeks proposals from qualified contractors interested in providing "on-call" commercial plumbing maintenance and repairs through an on call contracting services (OCCS) contract, also referred to as job order contract (JOC). Service shall be for plumbing maintenance and repairs Citywide. Services within new building construction, remodeling or alterations of an existing building will not be included.

The term "on call contracting services" or "job order contract" includes contracts where the work is of a recurring nature, but the delivery times and quantities are indefinite and orders are awarded substantially on the basis of pre-described and pre-priced tasks. Using the most current RS Means Cost Data Price Book, the contracted price, Contractor's Coefficient, will be applied to all labor and material line items necessary for each job.

The City's objective is to (1) obtain a cost effective delivery of high quality projects in a rapid and reliable manner; (2) build long-term relationships; and (3) have dedicated individuals/crews assigned to the City of San Antonio. For the contractor, the objectives of an OCCS are to maintain a long term business relationship with the City and achieve a fair profit. As a facility need is identified, either by work required or caused by breakdowns, the City will assign said project to an OCCS contractor, who will in turn investigate, plan, provide an estimate and schedule the work to be accomplished once authorization has been granted to proceed. Any contract resulting from this solicitation shall be non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from other sources. Any contract(s) awarded under this RFCSP are in addition to and will not replace trade related contracts already in place. The City shall retain the right to determine which contracts are in its best interests.

This contract will not include professional services required by a licensed architect or engineer, as contemplated by Chapters 1051 and 1001 of the Texas Occupations Code. Contractor will not be guaranteed a minimum or maximum amount of work.

The City's budget for these services is $2.4 million over the life of the contract, including all possible renewals. Therefore, pursuant to the requirements of Chapter 2269, Texas Government Code, the City hereby establishes a maximum aggregate contract price of $2.4 million, to be divided equally between each plumbing contract awarded pursuant to this RFCSP."The intent of the City is to award contract(s) to firms that are able to deploy a workforce around-the-clock for long-term solutions to complex problems requiring hours, days, weeks and sometimes months of intense work.

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

Scope of Services

References

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

International Building Code
International Plumbing Code
International Mechanical Code
International Fuel Gas Code
International Existing Building Code
National Fire Protection Standards
Ductile Iron Pipe Research Association Standards
ASTM International Standards
American Society of Mechanical Engineers Standards
Manufactures Standardization Society of the Valve and Fittings Industry
American Water Works Association Standards
Uni Bell Standards
National Corrosion Engineer Association
National Sanitation Foundation Standards
American Petroleum Institute Standards

American Society of Plumbing Engineers Standards
American Society of Sanitary Engineering Standards
American Welding Society Standards
Cast Iron Soil Pipe Institute Standards
American Concrete Institute Standards
OHSA Standards

For the purpose of this proposal, maintenance and repair is defined as work that involves the mending of a broken system, component(s), or sub-component(s) of a facility to include: plumbing drain line cleaning, main distribution water lines, main sewer lines, plumbing fixtures (faucets, flush valves, sinks, urinals, commodes, etc), drinking fountains, pumps, lift stations, water heaters, sprinkler irrigation systems, back-flow prevention devices, etc.

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

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

- Complete commercial plumbing repairs, including confined space repairs
- plumbing repairs associated with remodels and build-outs
- fixture repair/replacement
- new fixture installation
- relocating existing fixtures
- repair and / or replacement of water lines and fittings
- repair and / or replacement of sewer lines, vents and fittings (all types and sizes)
- repair and / or replacement of storm sewer lines and fittins
- jet drain cleaning (small and large diameter)
- backflow installation, testing and repair
- electronic line location
- commercial water heater replacement and repairs
- fiber-optic pipeline video inspection, or like video equipment
- septic tank pumping
- grease trap and lift station extraction (pump truck must have a minimum of 2,000 gallon capacity with a minimum of 500 foot hose readily available)
- pump repair and installation
- clean out floor drains
- replacing faucets, flush valves, and miscellaneous fittings
- repair and / or replacement of all types and sizes of valves
- natural gas testing
- repair and / or replacement natural gas lines and fittings
- Open excavation and excavation under buildings
- Identify utilities before excavation

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

PREFERRED QUALIFICATIONS – PLUMBING

The City has established the following Minimum Qualifications for the OCCS "on-call" plumbing contractor list. Contractor shall meet **all** of the Minimum Qualifications defined in this section at all times.

1. Contractor and all other persons designated by Contractor to provide the services required by this RFCSP, shall have the requisite training, licenses and/or certifications. Contractor shall have a current Plumbing Masters License issued by the Texas State Board of Plumbing Examiners and be registered with the City of San Antonio, through its Development Services Department throughout the term of the contract. Contractor shall have 5 years of commercial plumbing experience, including but not limited to drinking water, sanitary sewer, storm water sewer, natural gas system, back flow, irrigation systems, oil water separator, grease traps, pumps, septic tanks, wells, etc..

2. Contractor shall have a minimum of the following staff members: Three journeyman plumbers with a minimum of 5 years commercial plumbing experience each.

3. Contractor shall meet all competence standards promulgated by authoritative bodies and regulatory agencies, including, but not limited to the Texas State Board of Plumbing Examiners, as applicable to the services provided herein.

4. Contractor shall have a minimum of 5 years continuous experience in commercial plumbing repair and maintenance of facilities, comparable in size, type, scope, and complexity to the City's OCCS Program as defined herein.

    a. The Contractor staff shall have experience in inspecting, installing, operating, maintaining, troubleshooting and repairing fixtures, fire hydrants, valves, pumps, lift stations, backflow, prevention devices, irrigation system, water distribution system, sewer systems and other applicable systems.

    b. The Contractor staff shall be able to diagnose, isolate, and repair fixtures, fire hydrants, valves, pumps, lift stations, backflow prevention devices, irrigation systems, water distribution systems, sewer systems and other applicable systems.

    c. The Contractor staff shall have experience in adjusting and calibrating systems for optimum efficiency.

    d. The Contractor staff shall be able to read and interpret drawings and specifications.

    e. The Contractor staff shall have knowledge of OSHA, environmental regulation, NFPA standards, applicable codes, etc.

5. Contractor shall understand and use applicable codes to complete the required tasks.

6. Contractor shall understand environmental laws and provide the necessary documentation as required (for example manifest).

7. Contractor shall meet security requirements applicable to any City facility where work is being performed.

8. Contractor shall have certified staff for back flow and irrigation system.

9. Contractor shall have a competent person to evaluate excavations.

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

11. Contractor personnel shall present a neat appearance and be easily recognizable as a contractor employee. This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges which contain the company's name and employee's name.

    a. Uniforms shall be clean, unstained, well-fitting, and in good order. The type and color of uniforms, to include shoes, as well as the standards of dress shall be approved by the City of San Antonio Designated Department Representative, prior to start of work under this contract. Shoes shall be sturdy construction and shall cover the foot to meet any required sanitation and safety requirements. Open-toed shoes, sneakers, sandals, and heels higher than two inches shall not be worn.

RS MEANS COST DATA PRICE BOOKS - PLUMBING

To determine the price of any work performed pursuant to the OCCS, Contractor's Coefficient shall be applied to the applicable line item(s) in the most current **RS Means Plumbing Cost Data price book**. For those job items not listed in the RS Means Plumbing Cost Data Book, pricing shall be determined by applying the Contractor's Coefficient to the most

current **RS Means Facilities Maintenance & Repair Cost Data price book or RS Means Facilities Construction Cost Data price book**.

If the specific job item is not listed in any RS Means publications, then the City and Contractor will determine the appropriate price through market survey, or may negotiate a price, but only for projects that cost $3,000 or less. **Line(s) items for administrative/management fees will not be accepted by the City.**

A. Definitions

For the purpose of the RFCSP the following definitions will apply:

1. **City Cost Index (CCI):** An RS Means driven ratio between the US average for each trade and the union local for that particular city (City of San Antonio, Texas for purposes of this contract). This average is weighted by giving more value to the more expensive components of construction and less influence to those items that are usually the least expensive.

2. **City Representative:** The facilities maintenance manager for various City Departments.

3. **Emergency:** Any building or equipment failure considered by City, in its sole discretion, to be a matter of public or personal health or safety.

4. **Facility:** Buildings, the design and construction of which are governed by accepted building codes. The term does not include:

    a. highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, wharves, docks, airport runways and taxiways, drainage projects, or related types of projects associated with civil engineering construction; or

    b. buildings or structures that are incidental to projects that are primarily civil engineering construction projects.

5. **Holidays**: Holidays are defined as City recognized holidays as published on the City's web site at www.sanantonio.gov.

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

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

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

9. **On Call Contracting Services (OCCS):** See JOC above.

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

11. **Purchase Order (PO):** City's notice to proceed, indicating acceptance of an OCP.

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

13. **Request for On Call Proposal (RFOCP):** City's brief description of job to be proposed on. RFOCPs expected to cost $3,000 or more must be in writing. RFOCPs expected to cost less than $3,000 may be verbal.

14. **RS Means Cost Data/Unit Price Book ("UPB").** RS Means provides cost information to the construction and trades industry so contractors can provide accurate and fair estimates and projections for their project costs. It has become a data standard for government work in terms of pricing, and is widely used by the industry as a

whole. RS Means is accessible online for a fee and it is also integrated in a variety of cost estimating software packages to allow for fast and reliable estimating. Cost information is updated annually and is available for purchase online, via CD-Rom, or in book form.
For this solicitation, Contractors shall use the following books in the following order: RS Means Plumbing Cost Data price book, RS Means Facilities Maintenance & Repair Cost Data price book or RS Means Facilities Construction Cost Data price book, published or online version of any of the above listed publications. Either version used must be up to date.

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

16. Select Granular Material: General Requirements: Select granular material consists of materials classified as GW, GP, SW, SP, by ASTM D2487 where indicated. The liquid limit of such material must not exceed 35 percent when tested in accordance with ASTM D4318. The plasticity index must not be greater than 12 percent when tested in accordance with ASTM D4318, and not more than 35 percent by weight may be finer than No. 200 sieve when tested in accordance with ASTM D1140. Provide a minimum coefficient of permeability of 0.002 feet per minute when tested in accordance with ASTM D2434. The granular material maximum size shall be less than ½ inch.

17. Hard/Unyielding Materials: Hard/Unyielding materials comprise weathered rock, dense consolidated deposits, or conglomerate materials which are not included in the definition of "rock" with stones greater than 3 inch in any dimension or as defined by the pipe manufacturer, whichever is smaller. These materials usually require the use of heavy excavation equipment, ripper teeth, or jack hammers for removal.

18. Unstable Material: Unstable materials are too wet to properly support the utility pipe, conduit, or appurtenant structure.

19. Topsoil: Natural, friable soil representative of productive, well-drained soils in the area, free of subsoil, stumps, rocks larger than one inch diameter, brush, weeds, toxic substances, and other material detrimental to plant growth. Amend topsoil pH range to obtain a pH of 5.5 to 7.

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

B. General Requirements

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

2. Contractor shall be responsible for obtaining all required permits applicable to performance under any single order placed against this RFCSP. City shall be responsible for the cost of any project required City permits. Contractor shall include all such costs within its OCP.

3. Contractor must be knowledgeable in awarded trade discipline and have general knowledge of general construction as it relates to the building structure.

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

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

6. Response times for trade work will be answered within (4) hours of receiving the call by contacting the City Representative. Contractors will be required to respond by phone within **30 minutes** of receiving an emergency call and respond on site within **1 hour.** The City reserves the right to determine when a call is considered an "emergency". Due to the nature of the City Buildings, Contractor must successfully maintain a staff of qualified personnel available to provide immediate service

7. Contractor will be required to complete non-emergency work during normal working hours, unless prior written authorization has been obtained from the City Representative. City may require Contractor to perform non-emergency work between midnight and 5:00 am and on weekends for work that could create interruptions to daily

operations.

8. Contractor will be required to maintain a stock level of parts which, within the industry, are considered to be fast moving, normal wear items for which the demand has occurred within the most recent 180-day period. All parts or material used shall be OEM or as recommended by the manufacturer and grades specified by the City.

9. To determine the price of any work performed pursuant to the OCCS, Contractor's Coefficient shall be applied to the applicable line item(s) in the most current RS Means Cost Data price book (referred to hereafter as the "Unit Price Book" or "UPB"). Because any work under this contract is on a job order basis, exact project specifications are not available. General specifications are included in this solicitation and form the basis for any work to be performed. The specifications are intended to indicate the requirements of the City, which include generally accepted practice in the construction industry.

   As projects are identified, Contractor will apply its approved Contractor's Coefficient to applicable line items within the most current UPB in order to determine a project price, which will include material, equipment, and/or labor performed during normal working hours or during overtime/holidays. **Line(s) items for administrative/management fees will not be accepted by the City.**

10. City will not provide copies of RS Means Cost Data to Contractor. Contractor is responsible for purchasing its own Unit Price Book or CD-Rom.

11. The Contractor shall become familiar with details of the work, verify dimensions in the field, and advise the City of San Antonio point of contact of any discrepancy before performing any work.

12. The Contractor shall obtain all licenses and permits required for the demolition and/or repair work, inspection, testing and disposal of any/all materials indicated for removal and demolition.

13. The Contractor shall restore all areas to the original conditions.

14. The Contractor shall remove and reinstall all landscaping material as necessary to complete the installation of the new lines or repairs of existing lines.

15. The contractor shall protect existing trees and landscape.

16. The Contractor shall protect all property against damage, to include but not limited to dust, fumes, impact, scratching, water, paint, joint compound, power failure, power surges, weather, heavy equipment, and etcetera. All damages caused by the Contractor, whether to equipment, furniture, roads, landscaping, building components or any other type of property encountered at or near the project site shall be repaired or replaced to match existing and to the satisfaction of the City of San Antonio at no cost to the City of San Antonio.

17. The facilities shall remain occupied throughout repairs. The Contractor shall protect the existing equipment and shall consult with the City of San Antonio staff during the site visit to develop a timeline and plan that accommodates the continued performance of the user's mission function during the repairs. Costs associated with this requirement shall be identified as a separate line item.

18. Existing utility services and restrooms shall be maintained in operation during the repairs. Do not interrupt utilities serving facilities occupied unless permitted. Temporary utility services shall be provided according to City of San Antonio requirements. Utility interruptions or outages shall be coordinated with the City Designated Representative at least 5 working days prior to any planned interruption. Costs associated with this requirement shall be identified as a separate line item.

19. The Contractor shall conduct and schedule all work in a manner to cause as little disruption as possible to the existing facilities and operations.

20. No overnight material and equipment storage is available on site. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

21. The Contractor shall ensure that the existing building is maintained weatherproof at all times.

22. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to occupancy with City of San Antonio Designated Representative. All local, state, and federal

safety and environmental requirements, standards, and regulations shall be followed per the Contractor-provided Health and Safety Management Plan.

23. Nonsmoking Inside Buildings: Smoking is not permitted within the buildings or within 25 feet (8 m) of entrances, operable windows, or outdoor air intakes.

24. The Contractor shall have a clean-up operation in effect at all times.

25. All debris, old materials, and trash resulting from the specified work shall be disposed of in an approved landfill by the Contractor. Waste shall not be deposited into City or privately owned trash receptacles, dumpsters, etc. or left at any facility. The Contractor shall be responsible for the disposal of all waste or hazardous materials resulting from the work. Handling and transporting of waste or hazardous materials shall be done in accordance with safety and environmental regulations. The Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.

26. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

27. Contractor shall perform excavation, tunneling and backfill operations when applicable.

28. Contractor shall remove and reinstall all pavements (driveways, walkways and entrances and other concrete or asphalt material) as necessary to complete the installation of the new lines or repairs of existing lines.

29. Contractor shall remove exiting pavement using a saw cut.

30. Driveways, Walkways, Entrances, and Marina: Keep driveways, entrances, and marina serving premises clear and available to personnel and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

31. Rerouting of traffic shall be kept to a minimum. Temporary road signs and pavement marking shall be used to direct traffic properly when being rerouted. A traffic management plan shall be submitted for City of San Antonio Point of Contact review within 5 working days prior to any scheduled work activity. The traffic management plan shall include detailed drawings of all proposed traffic flow and traffic control to be utilized. All traffic management shall adhere to all City of San Antonio requirements and the Manual for Uniform Traffic Control, the latest published edition.

32. Contractor shall provide a base course under driveways, walkways and entrances with a thickness of 4 to 6 inches, or the way it was found.

33. New concrete sidewalk and entrance shall match existing elevation and grade. Match existing thickness for the new sidewalk and entrance, but not less than 4 inches. Match existing concrete finish.

34. Contractor shall provide barricades, signs, and other safety equipment to protect the public safety.

35. Concrete shall meet ACI standards.

36. Contractor shall identify underground utilities before excavation following American Society of Civil Engineers, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, ASCE38 to Level B.

Submittals

City of San Antonio approval is required for all submittals for work that can be scheduled. For emergency work, provide submittals after the work is completed. The submittals shall include but not be limited to the following items:

Piping and fittings
Pipe hangers
Bolts and rods
Test Reports
Embedment Materials to include foundation, bedding, haunching, initial backfill, final backfill and/or flowable fill.
Warning and marking materials
Joint material

Base course
Concrete
Reinforcement Steel
Clean out

Material & Equipment

Materials and equipment shall be standard products of a manufacturer regularly engaged in the manufacture of such products. Materials and equipment shall have been in satisfactory commercial or industrial use for ten years prior to bid opening. The ten-year use shall include applications of equipment and materials under similar circumstances and of similar size. The product shall have been for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the ten year period. Materials and equipment need to be common industry practice.

Materials and equipment shall meet applicable standards.

General Installation requirements

1. Install pipe and plumbing fixtures in accordance with the manufacturer's printed instructions and applicable codes.

2. Inspect each pipe, fixture, and fitting before and after installation; replace those found defective and remove from site.

3. Piping shall be installed per manufacturer's instructions and applicable codes. Pipe shall be accurately cut and worked into place without springing or forcing. Structural portions of the building shall not be weakened. Changes in pipe sizes shall be made with reducing fittings. Use of bushings will not be permitted except for use in situations in which standard factory fabricated components are furnished to accommodate specific accepted installation practice. Change in direction shall be made with fittings. The center-line radius of bends shall be not less than six diameters of the pipe. Contractor shall not reduce the size of the lines in the direction of flow.

4. Connections between ferrous and non-ferrous copper water pipe shall be made with dielectric unions. Connecting joints between plastic and metallic pipe shall be made with transition fittings for the specific purpose.

5. Only use eccentric reducer fittings for sewer line repairs.

6. Unless indicated otherwise, provide pipe sleeves meeting the following requirements: Secure sleeves in position and location during repairs. Provide sleeves of sufficient length to pass through entire thickness of walls, ceilings, roofs, and floors. A modular mechanical type sealing assembly may be installed in lieu of a waterproofing clamping flange and caulking and sealing of annular space between pipe and sleeve. The seals shall consist of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and sleeve using galvanized steel bolts, nuts, and pressure plates. The links shall be loosely assembled with bolts to form a continuous rubber belt around the pipe with a pressure plate under each bolt head and each nut. After the seal assembly is properly positioned in the sleeve, tightening of the bolt shall cause the rubber sealing elements to expand and provide a watertight seal between the pipe and the sleeve. Each seal assembly shall be sized as recommended by the manufacturer to fit the pipe and sleeve involved.

7. Pipe sleeves passing through floors in wet areas such as mechanical equipment rooms, lavatories, kitchens, and other plumbing fixture areas shall extend a minimum of 4 inches above the finished floor. Unless otherwise indicated, sleeves shall be of a size to provide a minimum of one inch clearance between bare pipe or insulation and inside of sleeve or between insulation and inside of sleeve. Sleeves in bearing walls and concrete slab on grade floors shall be steel pipe or cast-iron pipe. Sleeves in nonbearing walls or ceilings may be steel pipe, cast-iron pipe, galvanized sheet metal with lock-type longitudinal seam, or plastic. Except as otherwise specified, the annular space between pipe and sleeve, or between jacket over insulation and sleeve, shall be sealed as indicated with sealants conforming to ASTM C920 and with a primer, backstop material and surface preparation as specified in manufacture of the joints sealants. The annular space between pipe and sleeve, between bare insulation and sleeve or between jacket over insulation and sleeve shall not be sealed for interior walls which are not designated as fire rated. Sleeves through below-grade walls in contact with earth shall be recessed 1/2 inch from wall surfaces on both sides. Annular space between pipe and sleeve shall be filled with backing material and sealants in the joint between the pipe and concrete or masonry wall as specified above. Sealant selected for the earth side of the wall shall be compatible with damp proofing/waterproofing materials that are to be applied over the joint sealant. Pipe sleeves in fire-rated walls shall conform to the fire stopping requirements.

8. Sleeves shall not be installed in structural members, except where indicated or approved. Rectangular and square openings shall be as detailed. Each sleeve shall extend through its respective wall, floor, or roof, and shall be cut flush with each surface, except for special circumstances.

9. Installation of pipe hangers, inserts and supports shall conform to MSS SP 58 and MSS SP 69.
    a. Hangers used to support piping shall be fabricated to permit adequate adjustment after erection while still supporting the load. Pipe guides and anchors shall be installed to keep pipes in accurate alignment, to direct the expansion movement, and to prevent buckling, swaying, and undue strain. Threaded sections of rods shall not be formed or bent.
    b. Horizontal pipe supports shall be spaced as specified in MSS SP 69 and support shall be installed not over 1 foot from the pipe fitting joint at each change in direction of piping. Pipe supports shall be spaced not over 5 feet apart at valves. Operating temperature to determine hanger spacing for PVC pipe shall be 120 degrees F. Horizontal pipe runs shall include allowances for expansion and contraction. Hangers and supports for plastic pipe shall not compress, distort, cut or abrade the piping, and shall allow free movement of pipe except where otherwise required in the control of expansion/contraction.

10. Installation of fixtures for use by the physically handicapped shall be in accordance with applicable codes.

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

Test and Inspection

1. The contractor shall test the new lines per the requirement of International Plumbing Code 2012 or latest publication and the City of San Antonio requirements.

2. Inspect pipe by the use of television cameras passed through the pipe. If, in the judgment of the BESD staff, the interior of the pipe shows poor alignment or any other defects that would cause improper functioning of the system, replace or repair the defects as directed at no additional cost to the City of San Antonio.

3. Test for non pressure lines: Check each straight run of pipeline for gross deficiencies by holding a light in a manhole: it shall show a practically full circle of light through the pipeline when viewed from the adjoining end of line. When pressure piping is used in a non pressure line for non pressure use, test this piping as specified for non pressure pipe.

4. After all system components are provided and operational testes are complete, the domestic hot- and cold water distribution system and service line shall be disinfected. Before introducing disinfecting chlorination material, the system shall be flush with potable water until any entrained dirt and other foreign material have been removed.

C. On Call Contracting Services (OCCS) Process

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

1. Request for Service

As a need for services is identified, a designated City Representative will notify one or more contractors to request an OCP. Notification may be provided by phone, email or fax for projects not expected to exceed $3,000. OCP requested by phone, email or fax shall be submitted by Contractor within 48 hours of request, unless otherwise stated in request. Projects expected to cost $3,000 or more will be solicited through a written Request for On Call Proposal (RFOCP). All requests will include City's Work Order Number and a deadline for submission of the OCP. Note: Determination to solicit multiple OCPs or only one shall be on a case by case basis, as deemed in the best interest of the City. Contractor shall contact the City Representative or designee to further define the work requirement or coordinate a job site visit.

2. On Call Proposal (OCP)

After defining the project's scope of work, Contractor shall begin preparing an On Call Proposal (OCP) for review and approval by the City Representative or designee. Failure to provide an OCP after a Request for Service shall be a breach of this contract. OCPs are to be submitted to the City at no cost.

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

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

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

- Travel / Trip charges to and from the job site.
- Fuel surcharges
- Parking charges

- Line(s) items for administrative/management fees.

The UPB shall serve as the basis for establishing the value of the work to be performed. After summarizing project pricing, the Contractor shall apply the R.S Mean CCI Coefficient for San Antonio, Texas and applicable Contractor's Coefficient (from Price Schedule of this RFCSP) to reach final pricing. NOTE: If the specific job item is not listed in any R.S. Means Cost Data publications, then the price will be determined through selected Respondent's discount off of suggested retail price.

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

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

3. Purchase Order (PO)

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

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

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

D. Scheduling of Work

1. The first day of performance shall be the effective date specified in the PO. Any preliminary work started, materials ordered or purchased prior to receipt of the City's PO shall be at the Contractor's risk and expense, unless in response to an emergency (see C3 above).

2. Contractor shall provide the City Representative or designee a schedule indicating the date and time personnel will be at a particular facility to perform work. This schedule must be provided PRIOR to arrival at any facility.

3. Time is of the essence in completing each project. Contractor shall diligently prosecute the work to completion within the time set forth in the approved OCP. The period of performance shall include allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup; therefore, claims for delay based upon said elements shall not be allowed.

4. When Contractor considers the work to be complete and ready for its intended use, Contractor shall notify the City representative.

5. Contractor must ensure that the purchase, delivery and storage of materials and equipment are made without interference to the City operations and personnel.

6. Contractor shall be responsible for removing furniture and/or portable office equipment (except for computers) from the immediate work area and ensuring it is replaced in its original location upon work completion, if such is required by the nature of the work. In the event that said items cannot be replaced in the original location, the City shall designate alternate location(s) for placement.

7. Contractor shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages must be reported, repaired or replaced by Contractor at no cost to City. Contractor shall also be responsible for providing all necessary traffic control, such as street blockages, traffic cones, and flagmen, as required for each job. Proposed traffic control methods must be submitted to the City for approval prior to the commencement of work.

8. All unique requirements and or regulations for each location shall be strictly followed by Contractor and Contractor's employees. PRIOR to performing any work, Contractor's personnel shall contact the City Representative or designee informing them of their presence and purpose of visit as stated in the PO.

9. Contractor must at all times keep the site, including storage areas, if provided, free from accumulations of waste materials. Before completing the Work, Contractor must remove from the premises all rubbish, tools, scaffolding, equipment, and materials not the property of City. Upon completing the Work, Contractor must leave the site in a clean and orderly condition satisfactory to City. Final cleanup is part of the Work, and Contractor is responsible for all construction refuse disposal containers and their removal from the site.

10. Extensions of time for work that cannot be completed within the mutually agreed upon time frame must be approved in advance by the City Representative, or designee. The City Representative or designee reserves the right to terminate the PO with Contractor and solicit outside quotes if the required time frame cannot be met.

E. Warranty

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

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

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

F. Identification

1. The City's objective is for Contractor's crews to present a professional appearance and be readily identifiable to City staff when called out to perform work under this contract. To achieve this, Contractor is encouraged to provide the following:
   a. Contractor Vehicle(s) Logo
   b. Contractor Uniforms or Company Logo Apparel

2. ID Badges - All site personnel shall wear a distinctive uniform and a City issued badge when applicable.

G. Requirements for Invoices

Contractor shall submit invoices in accordance to RFCSP Section 006 – General Terms & Conditions. In addition to requirements in RFCSP Section 006, the following documentation shall be attached to each invoice to validate charges:

1. Copy of Contractor's OCP
2. Proof of City Permit Fees Paid (if applicable)
3. City's Work Order number and Purchase Order number

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

Emergency services - Contractor shall bill for Emergency Services requested during Normal Working Hours at the Normal Working Hour rate based on the coefficient specified in RFCSP Attachment B, Price Schedule.

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

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin on the date of the ordinance awarding the contract. This contract shall terminate on March 31, 2018.

Renewals.

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

Temporary Short Term Extensions.

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

Temporary Contract Pending Award of Contract by City Council

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

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

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

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

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

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

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

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

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

Insurance.

A) Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department - Purchasing Division, which shall be clearly labeled "*Annual Job Order Contract for On-Call Plumbing Services - Citywide*" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department - Purchasing Division. 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. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

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 - Purchasing Division
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.

Bid Bond.

Contractor must submit a bid bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of $1,500.00. The Bid Bond shall be valid for 180 days following the deadline for submission of bids. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Bidder is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Bid Bond will be disqualified.

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

Payment Bond.

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance **of any purchase order exceeding $50,000.** Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code in the full amount of the project price. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory

requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. The bond will be in the amount of the purchase order Estimated Price, executed and delivered to City prior to commencement of work under the applicable purchase order. "Project price" means the sum total of all purchase orders issued to a single Contractor for a project.

Performance Bond.

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

Prevailing Wage Rates.

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

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

Workers' Compensation.

Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance

carrier or, in the case of a self-insured, with the Division's section of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

Incorporation of Attachments.

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

Attachment A – Part One – General Information
Attachment A – Part Two – Experience, Background and Qualifications
Attachment A – Part Three – Proposed Plan
Attachment B – Price Schedule
Attachment C – Contracts Disclosure Form
Attachment D – Litigation Disclosure Form
Attachment E – SBEDA Ordinance Compliance Provisions
Attachment F – Subcontractor/Supplier Utilization Plan
Attachment G – Veteran-Owned Small Business Program
Attachment H – Veteran-Owned Small Business Program Tracking Form
Attachment I – Prevailing Wage Rates
Attachment J – Proposal Checklist
Attachment K – Redacted 12-1-15 Pre-Submittal Conference Sign-in Sheets
Attachment L – Small Business Office 12-1-15 Pre-Submittal Conference Presentation

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable

stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

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

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

Non-Discrimination. As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on

the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Respondent Information
Please Print or Type

Vendor ID No. _____
Signer's Name _____
Name of Business _____
Street Address _____
City, State, Zip Code _____
Email Address _____
Telephone No. _____
Fax No. _____
City's Solicitation No. _____

_____
Signature of Person Authorized to Sign Proposal

008 - STANDARD DEFINITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No._____ Fax No:_____

Website address:_____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

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

___Individual or Sole Proprietorship If checked, list Assumed Name, if any:
_____
___ Partnership
___Corporation If checked, check one: ___For-Profit ___ Nonprofit
Also, check one: ___Domestic ___Foreign
___Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____
Job Title: _____

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

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

_____
_____
_____

Provide address of office from which this project would be managed:
City: _____ State: _____ Zip Code: _____

Telephone No._____ Fax No: _____

Annual Revenue: $_____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

_____
_____
_____

List Related Companies:

_____
_____
_____

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

Name: _____ Title: _____

Address: _____

City: _____State: _____Zip Code: _____

Telephone No._____ Fax No: _____

Email: _____

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

Yes ___ No ___

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ___ No ___ If "Yes", list authorizations/licenses.

_____

_____

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

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

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

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

Years _____ Months_____

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

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

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

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

Years _____ Months_____

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

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

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

   _____

   _____

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

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

   _____

   _____

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

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

   _____

   _____

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

    _____

    _____

11. **Previous Contracts:**

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

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

       _____

       _____

    b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?
       Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

       _____

       _____

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

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

       _____

       _____

REFERENCES

Provide a minimum of three (3) references for which Respondent performed commercial plumbing maintenance and repair services similar to the size and scope of this RFSCP. For the references provided, work must have been performed within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and **be willing to respond to questions** regarding the type, level, and quality of service provided. Do not use City contracts as references.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Describe Respondent's experience relevant to the Preferred Qualifications for plumbing work requested by this RFCSP to include the following:

    a. List and describe relevant contracts or projects performed over the past three (3) years.

    b. Indicate the number of years Respondent has provided commercial plumbing work as defined in this RFCSP.

    c. Indicate the number of labor disputes within the past three (3) years in which the Respondent's involvement resulted in a work stoppage or reduction in service level. Provide explanation detailing the circumstances for each dispute, location, and outcome.

    d. Please provide a copy of valid Plumbing Masters License issued by the Texas State Board of Plumbing Examiners, and confirmation of registration with the City of San Antonio, through its Development Services Department for each staff member which will be dedicated to this contract.

2. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed at high visibility or similar 24/7 facilities over the past four (4) years. Identify associated results or impacts of the project/work performed. Indicate challenges and how they were met.

3. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.

4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project. Describe the experience and skill levels of your employees who would be providing plumbing services if you are awarded this contract, including license levels, years of experience, and specific projects completed.

5. Describe Respondent's experience with RS Means. Include years experience, training, books available for use, and the number of clients with whom you use RS Means for pricing. Identify the staff member that will prepare City OCPs, if awarded the contract. Include the staff member's individual experience with RS Means.

6. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.

    a. Indicate whether Respondent's proposed subcontractors or Joint Venture team members have ever been terminated from a contractor prior to project completion within the past four (4) years. If yes, provide the firm name and a brief explanation.

    b. Indicate whether Respondent's proposed subcontractor(s) or Joint Venture team members have ever failed to receive an agreement extension or award for eligible phase work within the past four (4) years. If yes, provide the firm name and a brief explanation.

6. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

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

BEST AND FINAL OFFER PRICE SCHEDULE

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

A. Contractor's Coefficient: Normal Working Hours	
B. Contractor's Coefficient: Overtime Working Hours	
C. Contractor's Coefficient off of Manufacturer's Suggested Retail Price	

Notes:

1. The RS Means **City Cost Indexes (CCI)** coefficient for San Antonio, TX (from the RS Means Cost Data Catalog) shall be applied to the RS Means Cost Data Unit Price Book. This section is for services anticipated to be accomplished during normal working hours.

2. Contractor's Coefficient is to be applied to RS Means Unit Price Book services anticipated to be accomplished during both normal working hours and overtime working hours.

3. The actual pricing for work performed under this contract will be based on the unit rates contained in the Unit Price, including applicable coefficients adjustments as set forth above, and the quantities mutually agreed to by Contractor and City prior to the issuance of a PO. Contractor's Coefficient shall be firm for the duration of the Contract and each optional year. The RS Means prices contained in the Unit Price Book will be replaced with the unit prices in the most current RS Means Cost Data Book.

4. For those job items not listed in the specified R.S. Means Cost Data Book, pricing shall be determined by applying the same coefficient other applicable current R.S. Means publications however, OCP must clearly identify the publication utilized. If the specific job item is not listed in any R.S. Means publications, then the price will be determined through selected Respondent's discount off of suggested retail price.

PROMPT PAYMENT DISCOUNT:

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

Note Regarding Prompt Payment Discount: Provided Respondent meets the requirements stated herein, City shall take Respondent's offered prompt payment discount into consideration in scoring Respondent's Coefficient. However, the City reserves the right to reject a discount if the percentage is too low to be of value to the City, all things considered. The City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is also to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may also reject the discount and pay within the 30 day period, at the City sole option.

RFCSP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at
https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf

Instructions for completing the Contracts Disclosure form are listed below:

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

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

RFCSP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFCSP ATTACHMENT E

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) ORDINANCE COMPLIANCE PROVISIONS

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form *(available at http://www.sanantonio.gov/edd/SmallBusiness)* with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the $50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

Certification or "Certified" – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then

required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such "pass-through" or "conduit" functions that are <u>not</u> commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Evaluation Preference – an API that may be applied by the Goal Setting Committee ("GSC") to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime CONTRACTORs or Respondents.

Good Faith Efforts – documentation of the CONTRACTOR's or Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1)

it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as "business categories."

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City's M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

> African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.
>
> Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.
>
> Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
>
> Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

SBE Directory - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors,

S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;

2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;

3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;

4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.

6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

SBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 7. (a), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an SBE, CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR 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 the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company 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 the company 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. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;

2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;

3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;

4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and

5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;

2. Withholding of funds;

3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;

4. Refusal to accept a response or proposal; and

5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT
DEPARTMENT

CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: ***Annual Contract for On-Call Plumbing Services-Citywide***

RESPONDENT NAME:

SOLICITATION API: ***Small Business Enterprise (SBE) Prime Contract Program***

API REQUIREMENTS: In order to receive the fifteen (15) evaluation preference points associated with the SBE Prime Contract Program, SBE Prime Respondents must document on this form that at least 51% of this contract shall be self-performed or shall be subcontracted to other certified Small Business Headquartered or with a Significant Business Presence within the San Antonio Metropolitan Statistical Area.

SBEs must be certified with the South Central Texas Regional Certification Agency and be headquartered or have Significant Business Presence in the SAMSA to receive the preference points. Please be sure to indicate dollar value or percentage of the value of the contract that will be paid to the subcontractors (if any). For further clarification, please contact Irene Maldonado at (210) 207-8124.

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

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

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

Print Name: _____ **Sign:** _____ **Title:** _____

Date: _____

FOR CITY USE

Action Taken: Approved _____ **Denied** _____ _____

ASSISTANT DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

RFCSP ATTACHMENT G

CITY OF SAN ANTONIO
VETERAN-OWNED SMALL BUSINESS PROGRAM

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance

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

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

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

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: _____

Name of Respondent:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
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:

_____

(Print Name) Authorized Representative of Bidder/Respondent

_____

(Signature) Authorized Representative of Bidder/Respondent

_____

Title

_____

Date

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

RFCSP ATTACHMENT I

PREVAILING WAGE RATES

General Decision Number: TX150280 09/25/2015 TX280

Superseded General Decision Number: TX20140280

State: Texas

Construction Type: Building

County: Bexar County in Texas.

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/30/2015
2	07/31/2015
3	08/21/2015
4	09/25/2015

ASBE0087-014 01/01/2014

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	$ 21.17	8.77

BOIL0074-003 01/01/2014

	Rates	Fringes
BOILERMAKER.....	$ 23.14	21.55

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* ELEC0060-003 06/01/2015

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	$ 21.45	9%+4.65

ELEC0060-004 06/01/2015

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring)	$ 27.82	11%+4.65

ELEV0133-002 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC	$ 37.09	28.385

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

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0450-002 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes	$ 34.85	9.85

IRON0066-013 12/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 19.80	5.95

IRON0084-011 06/15/2014

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 22.02	6.35

PLUM0142-009 07/01/2014

	Rates	Fringes
HVAC MECHANIC (HVAC Electrical Temperature Control Installation Only)	$ 30.40	10.10
HVAC MECHANIC (HVAC Unit Installation Only)	$ 30.40	10.10
PIPEFITTER (Including HVAC Pipe Installation)	$ 30.40	10.10
PLUMBER (Excludes HVAC Pipe Installation)	$ 30.40	10.10

SFTX0669-002 04/01/2015

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 27.43	17.12

SHEE0067-004 04/01/2014

	Rates	Fringes
Sheet metal worker Excludes HVAC Duct		

Installation.....$ 25.60 13.54
HVAC Duct Installation Only.....$ 25.60 13.54

SUTX2014-006 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 22.15	0.00
CARPENTER (Acoustical Ceiling Installation Only)	$ 17.83	0.00
CARPENTER (Form Work Only)	$ 13.63	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation	$ 16.86	4.17
CAULKER	$ 15.00	0.00
CEMENT MASON/CONCRETE FINISHER	$ 22.27	5.30
DRYWALL FINISHER/TAPER	$ 13.81	0.00
DRYWALL HANGER AND METAL STUD INSTALLER	$ 15.18	0.00
ELECTRICIAN (Low Voltage Wiring Only)	$ 20.39	3.04
IRONWORKER, REINFORCING	$ 12.27	0.00
LABORER: Common or General	$ 10.75	0.00
LABORER: Mason Tender - Brick	$ 11.88	0.00
LABORER: Mason Tender - Cement/Concrete	$ 12.00	0.00
LABORER: Pipelayer	$ 11.00	0.00
LABORER: Roof Tearoff	$ 11.28	0.00
LABORER: Landscape and Irrigation	$ 8.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 15.98	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 14.00	0.00
OPERATOR: Bulldozer	$ 14.00	0.00
OPERATOR: Drill	$ 14.50	0.00

OPERATOR: Forklift.....$ 12.50 0.00

OPERATOR: Grader/Blade.....$ 23.00 5.07

OPERATOR: Loader.....$ 12.79 0.00

OPERATOR: Mechanic.....$ 18.75 5.12

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....$ 16.03 0.00

OPERATOR: Roller.....$ 12.00 0.00

PAINTER (Brush, Roller and
Spray), Excludes Drywall
Finishing/Taping.....$ 13.07 0.00

ROOFER.....$ 12.00 0.00

TILE FINISHER.....$ 11.32 0.00

TILE SETTER.....$ 14.94 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer
Truck.....$ 12.50 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 4.11

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than "SU" or
"UAVG" denotes that the union classification and rate were
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISION

RFCSP ATTACHMENT J

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
General Information and References RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Price Schedule RFCSP Attachment B	
Discretionary Contracts Disclosure form RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
* Subcontractor/Supplier Utilization Plan RFCSP Attachment F; and Associated Certificates, if applicable	
Proposal Bond and Associated Power-of-Attorney	
Financial Information	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
* Veteran-Owned Small Business Program Tracking Form RFCSP Attachment H	
* Signature Page (and Associated Evidence of Authority, if needed) RFCSP Section 007	
Proposal Checklist RFCSP Attachment J	
* Addenda, if any	
One (1) Original, 9 copies, and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

City of San Antonio - Finance Department

RFCSP – "Annual Job Order contract for On-Call Plumbing Services - Citywide", RFx 6100006910

Pre-Submittal Conference

December 1, 2015; 10:00 a.m. Central Time

Name (Print Legibly)	Company	Email Address	Phone
Jeromie Bernal	HPC	[redacted]	
JASON BERNAL	HAMILTON PACIFIC Chamberlin (HPC)		
ALAN LACEY	HJD CAPITAL		
OSCAR Sabedra	SAPL		
RON GRIEGO	COSA - BESD		
Michael Aldrich	COSA-CLDO		
David Rodriguez	COSA - EDD		

City of San Antonio - Finance Department

RFCSP – "Annual Job Order contract for On-Call Plumbing Services - Citywide", RFx 6100006910

Pre-Submittal Conference

December 1, 2015; 10:00 a.m. Central Time

Name (Print Legibly)	Company	Email Address	Phone
Rich WALKER	COSA - SAPL	[redacted]	
Ronnie Gomez	COSA-Health		
Jennifer Gater	CoSA-Purchasing		

007 - SIGNATURE PAGE

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

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

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

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

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

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

Respondent Information
Please Print or Type

Vendor ID No.	V10009582
Signer's Name	Patricia Ramirez
Name of Business	A-Ram Plumbing, Inc
Street Address	7139 Eckhert Rd
City, State, Zip Code	San Antonio TX 78238
Email Address	aram98.pr@gmail.com
Telephone No.	210-256-2181
Fax No.	210-521-3588
City's Solicitation No.	RFCSP NO. 6100006910

Patricia Ramirez
Signature of Person Authorized to Sign Proposal

BEST AND FINAL OFFER PRICE SCHEDULE

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

A. Contractor's Coefficient: Normal Working Hours	1.25
B. Contractor's Coefficient: Overtime Working Hours	1.50
C. Contractor's Coefficient off of Manufacturer's Suggested Retail Price	1.00

Notes:

1. The RS Means **City Cost Indexes (CCI)** coefficient for San Antonio, TX (from the RS Means Cost Data Catalog) shall be applied to the RS Means Cost Data Unit Price Book. This section is for services anticipated to be accomplished during normal working hours.

2. Contractor's Coefficient is to be applied to RS Means Unit Price Book services anticipated to be accomplished during both normal working hours and overtime working hours.

3. The actual pricing for work performed under this contract will be based on the unit rates contained in the Unit Price, including applicable coefficients adjustments as set forth above, and the quantities mutually agreed to by Contractor and City prior to the issuance of a PO. Contractor's Coefficient shall be firm for the duration of the Contract and each optional year. The RS Means prices contained in the Unit Price Book will be replaced with the unit prices in the most current RS Means Cost Data Book.

4. For those job items not listed in the specified R.S. Means Cost Data Book, pricing shall be determined by applying the same coefficient other applicable current R.S. Means publications however, OCP must clearly identify the publication utilized. If the specific job item is not listed in any R.S. Means publications, then the price will be determined through selected Respondent's discount off of suggested retail price.

PROMPT PAYMENT DISCOUNT:

Prompt Payment Discount: 2 % 10 days (if no discount is offered, Net 30 will apply.)

Note Regarding Prompt Payment Discount: Provided Respondent meets the requirements stated herein, City shall take Respondent's offered prompt payment discount into consideration in scoring Respondent's Coefficient. However, the City reserves the right to reject a discount if the percentage is too low to be of value to the City, all things considered. The City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is also to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may also reject the discount and pay within the 30 day period, at the City sole option.

City of San Antonio

ADDENDUM I

SUBJECT: **Annual Job Order Contract for On-Call Plumbing Services - Citywide - Request for Competitive Sealed Proposal, (RFCSP 6100006910), Scheduled to Open: December 14, 2015; Date of Issue: November 20, 2015**

FROM: Paul J. Calapa, Procurement Administrator

DATE: December 7, 2015

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

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

1. ADDED: Attachment K – Redacted 12-1-15 Pre-Submittal Conference Sign-in Sheets. Attached as a separate document.

2. ADDED: Attachment L – Small Business Office 12-1-15 Pre-Submittal Conference Presentation. Attached as a separate document.

On December 1, 2015, the City of San Antonio hosted a Pre-Submittal conference to provide information and clarification for the Annual Job Order Contract for On-Call Plumbing Services - Citywide. Below is a list of questions that were asked at the pre-submittal conference and the Small Business Economic Development Advocacy (SBEDA) presentation. The City's official response to questions asked is as follows:

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS ON COMMUNICATION:

Question 1: Is this RFCSP replacing the previously released Request for Competitive Sealed Proposal for Annual Job Order Contract for On-Call Plumbing Services - Citywide Solicitation Number: 6100006196, RFCSP-015-68?

Response: The City cancelled RFCSP 6100006196, RFCSP-015-68. This RFCSP 6100006910 is a new solicitation.

Question 2: Is the On Call Plumbing Services an informal or formal bid?

Response: RFCSP 6100006910 is a high profile formal solicitation.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, PRE-SUBMITTAL CONFERENCE:

Question 3: Can Federal certification as a veteran-owned small business be considered an acceptable substitution for certification with the South Central Texas Regional Certification Agency (SCTRCA)?

Response: Certifications must be through the SCTRCA. If vendors have any questions please contact David Rodriguez, Economic Development Department, Small Business Office at 210-207-0071, David.Rodriguez3@sanantono.gov

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/jg

City of San Antonio

ADDENDUM II

SUBJECT: **Annual Job Order Contract for On-Call Plumbing Services - Citywide - Request for Competitive Sealed Proposal, (RFCSP 6100006910), Scheduled to Open: December 14, 2015; Date of Issue: November 20, 2015**

FROM: Paul J. Calapa, Procurement Administrator

DATE: December 10, 2015

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

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

1. THE SUBMISSION DATE IS HEREBY EXTENDED TO DECEMBER 16, 2015; 2:00 PM CENTRAL TIME.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS ON COMMUNICATION:

Question 1: Are there minimum response times for different types of repairs?
Response: Refer to Section 004 - SPECIFICATIONS / SCOPE OF SERVICES; RS MEANS COST DATA PRICE BOOKS – PLUMBING; B. General Requirements; Specification Number 6 for information regarding response times.

Question 2: Do we get extra points for being a Service Disabled Veteran owned Business?
Response: No. Refer to 003 - INSTRUCTIONS FOR RESPONDENTS, PART B, EVALUATION CRITERIA, for evaluation points assigned to this solicitation.

Question 3: Is the intention of this contract to discontinue the services of the Cities own plumbing shop?
Response: No.

Question 4: Is there an incumbent contractor?
Response: Yes; there is currently one contractor performing these services.

Question 5: Will the service calls be paid by the hours worked or the means hour value?
Response: Refer to Section 004 - SPECIFICATIONS / SCOPE OF SERVICES; RS MEANS COST DATA PRICE BOOKS – PLUMBING; C. On Call Contracting Services (OCCS) Process, for information regarding procedure and payment of services calls.

Question 6: How many calls does the current contractor receive per day and if there is no contractor, how many calls does the City's plumbing shop get per day?
Response: The number of service calls vary based upon the quantity of break-downs and the receipt of work order requests from designated City staff. There have been approximately 20 purchase orders issued to the current contractor since October 2014.

Question 7: Is there a minimum contract guarantee?
Response: No.

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/jg