

#### CITY OF FRISCO BEST VALUE BID NO. 2110-008

## **ELECTRICAL SERVICES**

BIDS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER PRIOR TO: NOVEMBER 18, 2020 @ 2:00PM LOCAL TIME

NO LATE SUBMITTALS WILL BE ACCEPTED.

#### Virtual bid opening at:

Join Microsoft Teams Meeting

<u>+1 469-445-0737</u> United States, Dallas (Toll) (877) 366-1298 United States (Toll-free) Conference ID: 873 975 825#

Questions are to be sent to <a href="mailto:purchasing@friscotexas.gov">purchasing@friscotexas.gov</a> prior to:

NOVEMBER 10, 2020 @ 4:00PM LOCAL TIME

Bids must be supplied on CD or flash drive along with an original and one hard copy or submitted electronically via Bonfire,

https://friscotexas.bonfirehub.com.

For CD/flash drive and hard copy submittals, deliver or mail to:

CITY OF FRISCO
DANIEL FORD
PURCHASING MANAGER
6101 FRISCO SQUARE BLVD
FRISCO, TX 75034

For additional information concerning this bid please contact:

Daniel Ford, CPPO, CPPB, CPP
Director of Administrative Services
<a href="mailto:dford@friscotexas.gov">dford@friscotexas.gov</a>
972 292 5545

Steve Cone, CPPB Senior Buyer scone@friscotexas.gov 972 292 5542



## BEST VALUE BID NUMBER 2110-008 ELECTRICAL SERVICES

BIDDER MUST SUBMIT ORIGINAL BID PLUS ONE HARD COPY WITH CD OR FLASH DRIVE TO FACILITATE EVALUATION UNLESS ELECTRONIC SUBMITTAL IS ALLOWED FOR THIS BID.

Some bids are made available electronically and posted to Bonfire. Not all bids are available for electronic submission through Bonfire, and the delivery requirements posted in this bid are required in those instances. **This bid is available for electronic submittal through Bonfire.** 

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

The bid documents are available through Bonfire and vendors may register at https://friscotexas.bonfirehub.com/portal. Note that bids must be received on Bonfire by the due date and time in order to be considered. Any bid that is not received on time will not be considered. Submitting bids via the Bonfire website is not mandatory, hard copy and cd/flash drive submittal in accordance with these bid specifications will also be accepted. Bid submissions and registration are free of charge, for more information on being a vendor visit the vendor portal at the link provided above.

BIDS MUST BE RECEIVED ON NOVEMBER 18, 2020 BY 2:00 PM LOCAL TIME (FRISCO, TEXAS) BY THE PURCHASING MANAGER. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NON-RESPONSIVE.

Bids will be publicly opened and read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 Room C116 on November 18, 2020 at 2:05 PM LOCAL TIME OR VIA Teams meeting at Join Microsoft Teams Meeting.

Write the best value bid number, 2110-008, name of bid, *ELECTRICAL SERVICES*, and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City

#### **GENERAL CONDITIONS OF BIDDING**

1. INSTRUCTIONS: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

#### **BIDDING**

- 2. FORM: FORM: Bidders must submit, in the manner and quantity listed above, the sealed bid/written quote/proposal to the Purchasing Manager prior to response due date/time. Failure to submit the required copies may result in the bid being declared non-responsive to specification and may not be further evaluated. When the option is available, electronic submission through Bonfire will satisfy these requirements.
- 3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
- 4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
- 5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
- 6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
- 7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
- 8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
- ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn

- after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.
- 10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope. When the option is available, electronic submission through Bonfire will satisfy this requirement.
- 11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this solicitation.
- 12. ADDENDA: Any interpretations, corrections or changes to this solicitation and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. Any addenda will be posted publicly to the City of Frisco's website. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
- 13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail or carrier, internet connectivity, website issues, etc.
- 14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

- 15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov.
- 16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the Purchasing Manager within five (5) days of the notice of intent to award. Unless otherwise provided

- by law, all staff recommendations will be made available for public review prior to consideration by the City Council.
- 17. BID AWARD: The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
- 18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

#### **PERFORMANCE**

- 19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - A. Have adequate financial resources or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics; and
  - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

- 20. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
- 21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.
- 22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
- 23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
- 24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

- 25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
- 26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

#### **PURCHASE ORDERS AND PAYMENT**

- 27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- 28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted in the same manner as your bid. Any electronic submittals will require the vendor to provide the original hard copy within three (3) business days of the notification of intent to award. Any bid submitted without bid bond or cashiers/certified check, where required, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
- 29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
- 30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
- 31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
- 32. INVOICES: All invoices must reference the City of Frisco's Purchase Order/Department Purchase Order number, department name, job site location, city employee requesting service, and a **complete breakdown of charges**. The breakdown on the invoice should be in accordance with the bid pricing. If applicable, invoices should provide clear detail and breakdown for labor (to include hourly rate and cost per hour), and mark-up on parts/materials should be provided on the invoice and extended (detail to show vendors cost, and then extended to show markup). All original invoices must be sent to the City Frisco, Accounts Payable, 6101 Frisco Square Blvd., 4th Floor, Frisco, TX 75034 (accountspayable@friscotexas.gov). Invoices must be submitted by the successful bidder to: accountspayable@friscotexas.gov

#### **CONTRACT**

- 33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
- 34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
- 35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
- 36. SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
- 37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
- 38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Purchasing Manager or designated representative.

- 39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
- 40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
- 41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."
- 43. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 44. DISCLOSURE OF CERTAIN RELATIONSHIPS: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates

Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

- 45. PREVAILING WAGE RATES: Contractors are required to pay not less than the rates determined using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, to a worker employed by it in the execution of a contract for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.. Contractors are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.
- 46. APPLICABLE LAW: Contractor shall comply with all federal, state and Frisco laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.
- 47. STORMWATER REQUIREMENTS: Contractor shall implement best management practices (BMPs) to prevent storm water pollution to the maximum extent practicable in accordance with the current City of Frisco Storm water Ordinance (11-11-52). These BMPs include:
  - -Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
  - -Implementing standard operating procedures (SOPs) for spill prevention and cleanup.
  - -Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
  - -Implementing proper material handling BMPs for transportation and storage.
  - -Implementing proper waste disposal BMPs.
- 48. CERTIFICATE OF INTERESTED PARTIES (FORM 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the

commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

#### Filing Process:

Within ten days of being notified of award of a contract by the City of Frisco, the successful vendor (business entity) must use the Texas Ethics Commission's web application, https://www.ethics.state.tx.us/File/, to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be provided to the City of Frisco Purchasing division (within 10 days of being notified of award of a contract).

The City of Frisco is required to notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

49. PROPRIETARY DATA - Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. The City of Frisco will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including the existing Texas Public Information Act.

#### CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

- 1. Name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
- 2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- 4. Endorsement applicable to each policy provided.

<u>Insurance Company Qualification</u>: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

<u>Certificate of insurance</u>: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

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#### Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars (If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

**Professional Services** 

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

SAMPLE ON FOLLOWING PAGE



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS				
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES				
BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED				
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME; PHONE (A/C. No. Ext); E-MAIL ADDRESS; PRODUCER FAX (A/C, No): ABC Insurance Brokerage 1234 Frisco Square Blvd. Frisco, Texas 75034 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : INSURED INSURER B : Your Company Name Here INSURER C Address of Insured INSURER D Address of Insured INSURER E : INSURER F REVISION NUMBER: COVERAGES CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE

| ADDICTOR | GENERAL LIABILITY EACH OCCURRENCE \$
DAMAGE TO RENTED
PREMISES (Ea occurrence) \$ \$ 1,000,000 X COMMERCIAL GENERAL LIABILITY Y CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$ X POLICY PRO-JECT COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) HIRED AUTOS UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESS LIAB CLAIMS-MAD AGGREGATE DED RETENTION WORKERS COMPENSATION AND EMPOYERS CHIPPENSATION AND EMPOYERS AND EMPO WC STATU- OTH E.L. EACH ACCIDENT \$ 100.000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the City for injures, including death, property damage, or any other loss to the extent the same is covered

by the proceeds of insurance.

CERTIFICATE HOLDER

City of Frisco
6101 Frisco Square Blvd.

Frisco, Texas 75034

CITY of Frisco
6101 Frisco Square Blvd.

SIGNATURE HERE

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SIGNATURE HERE

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ACORD 25 (2010/05)

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## **Supplemental Information**

#### **Texas Government Code Section 2252.002 Non-resident Bidders**

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In orde 1.		ion, please answer the following ber of your principal place of bus	
2.	Name and address of pr majority owner:	incipal place of business, and p	hone number of your company's
3.	Name and address of prultimate parent company	incipal place of business, and pl	hone number of your company's
owned service	ne policy of the City of Fr I businesses to the grea es and construction projec	OMAN-OWNED BUSINESS PA isco to involve small businesses test extent possible in the pro- ts. To assist us in our record keel d firms you would be utilizing in	s and qualified minority/women- curement of goods, equipment, ping, please list below the names
involve		TELEPHONE #	\$ INVOLVEMENT

## **SUPPLEMENTAL INFORMATION**

Please provide the following information for contract development.

Is your firm?
1. Sole Proprietorship YES NO   2. Partnership YES NO   3. Corporation YES NO
If company is a sole proprietorship, list the owner's full legal name:
If company is a partnership, list the partner's full legal name(s):
If company is a corporation, list the full legal name as listed on the corporate charter:
Is this firm a minority, or woman-owned business enterprise?
NO YES
Has this firm been certified as a minority/woman-owned business enterprise by an governmental agency? NO YES
If yes, specify governmental agency:
Date of certification:
Authorized Signatory (Officer or representative vested with the powers to commit the organization to a binding agreement):
Name: Title:

## **AFFIDAVIT OF NO PROHIBITED INTEREST**

THE STATE OF	§
THE COUNTY OF	§
I,, a memb under oath state the following:	er of the Contractor team, make this affidavit and hereby
	ed to me, have the following interest in a business entity that lecision on the Project (Check all that apply):
entity. Ownership of Twer	ercent (10%) or more of the voting shares of the business ty-Five Thousand and 00/100 Dollars (\$25,000) or rket value of the business entity.
Funds received from income for the prev	n the business entity exceed ten percent (10%) of my ious year.
a fair market value (\$25,000). A relative of mine h	olved, and I have an equitable or legal ownership with of at least Twenty-Five Thousand and 00/100 Dollars as a substantial interest in the business entity or be affected by my business decision of the public body per.
Other:	
None of the Above.	
the first degree by consanguinity of	ity of Frisco, Texas, I further affirm that no relative of mine, in or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as body which took action on the agreement.
Signed this day of	
Signature of Officia	I/Title
, and or	ned authority, this day personally appeared and the facts hereinabove stated are true to the
best of his/her knowledge or belief	·.
Sworn to and subscribed b	efore me on this day of,
	Notary Public in and for the State of My commission expires:

## **CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ			
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY			
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received			
By law this questionnaire must be filed with the records administrator of the local governmental entity 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), Local Government Code.				
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.				
Name of vendor who has a business relationship with local governmental entity.				
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which			
Name of local government officer about whom the information is being disclosed.				
Name of Officer				
officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary.  A. Is the local government officer or a family member of the officer receiving or lother than investment income, from the vendor?  Yes  No	h additional pages to this Form			
B. Is the vendor receiving or likely to receive taxable income, other than investmen of the local government officer or a family member of the officer AND the taxable local governmental entity?				
Yes No				
Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.				
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.				
	Date			
Form provided by Texas Ethics Commission www.ethics.state.tx.us	Revised 11/30/2015			

# Contract Risk Assessment Questionnaire Required Submittals

1.	Has your business/company/organization filed for bankruptcy within the last five (5) years? Yes ☐ No☐ If so, please enclose details.
2.	Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance? Yes □ No□ If yes, please enclose details.
3.	Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the City? Yes ☐ No☐ If yes, please enclose details.
4.	In the last five (5) years has there been or is there now pending any litigation, arbitration, governmental proceeding or regulatory proceeding involving claims in excess of \$100,000 with respect to the performance of any services or the provision of any product by your business/company/organization? Yes $\square$ No $\square$ If yes, please enclose details.
5.	Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable? Yes ☐ No☐ If no, please enclose details.
6.	In the last five (5) years, has your business/company/organization, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency? Yes $\square$ No $\square$ If yes, please enclose details.

7.	suspended for any rea from bidding on a pro	son by any federal,	ss/company/organization state or local governmer eement with such gover Il explanation.	t or has refrained
8.	called upon to comp		ness/company/organizati whether government o tails.	
9.	suspension or disbarm		ss/company/organization or professional permit an	
10.	or state crime of fraud, identify on a separate s	theft, or any other a signed page the pers	or partners ever been conct of dishonesty? Yes ☐ con or persons convicted, ne federal court), the yea	No□ if "yes," the court (the City
11.		ny/organization (a)	exas Government Code, on does not boycott Israel; act with City? Yes   N	
		<u>Signature</u>		
CORRECT RESPONS	T AND TRUTHFUL T SES GIVEN WHICH SES ARE TRUE ANI	O THE BEST OF ARE BASED ON	AT THE RESPONSES MY KNOWLEDGE AN INFORMATION AND SED ON MY PRESEN	ID FOR THOSE BELIEF, THOSE
B. Dated t	this day of	of	the year	
Name of c	organization:			_
Signature	:			_
Printed na	ame and title:			

#### **BIDDER REMINDER LIST:**

REQUESTED PRICING INCLUDED?
ORIGINAL PLUS ONE (1) HARD COPY PLUS CD OR FLASHDRIVE INCLUDED OR SUBMITTED ELECTRONICALLY VIA BONFIRE?
ALL BLANKS COMPLETED ON THIS FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

### Schedule of Events

Public Notification/Advertisement October 30, 2020 November 8, 2020

Deadline for Submitting Questions

November 10, 2020 4:00 PM Local Time

November 18, 2020 2:00 PM Local Time

Questions concerning this bid are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.

## Best Value Bid 2110-008 ELECTRICAL SERVICES

The City of Frisco is seeking Best Value Bids (BVB) to establish agreements with multiple vendors to award an Electrical Service/Repair contract for unscheduled service and repairs, as well as electrical services for new projects. There are two separate categories to be considered under this agreement:

- A. General Electrical Services
- B. Parks Electrical Services

This is a Best Value Bid. The City may award multiple categories to one vendor and may have multiple awards per category. The City will evaluate the following criteria, weighted below to show their relative importance, in considering award of this bid:

Price	60%
References and/or past performance with the City	30%
Sample Invoicing	10%

#### Term

This will be a one-year contract with up to four mutually agreeable one-year renewals. The City and the vendor have the right and option to terminate the agreement upon thirty (30) days written notice.

The City is not required to use the vendors awarded under this contract exclusively. The City reserves the right to award different projects or repairs to vendors not under this agreement, and the City retains the right to quote out projects at its discretion.

The intent is that the City of Frisco will choose one vendor ("Primary Vendor") for award under each category. The City may also award a secondary vendor under this agreement. If the primary vendor is not able to respond within the required time constraint, the City will contact the secondary vendor. If the City experiences repeat issues with the primary vendor, or if the primary vendor is repeatedly unable to provide timely service, the City reserves the right to cancel the primary award to that contractor. In this case, the secondary vendor will become the new primary award.

#### Quotes

If a quote is requested by the City the vendor shall provide a free quote to the Facilities Supervisor within 24 hours.

#### **Purchase Orders**

The City will issue a PO for this agreement on a fiscal year basis (October 1-Sept 30). Service, new project or repair orders will be placed on an "as needed" basis only. Orders placed by the City of Frisco will be done using a Purchase Order for \$3,000 and over. Under \$3,000 and the City may issue a Department Purchase Order (DPO) for the repairs. If a blanket purchase order is issued, the issued amount is an estimate only and not a guarantee of service. The City will authorize any work to be done under the blanket purchase order.

The City reserves the right to prepare a scope of work and require a proposal with complete breakdown of material and labor costs. The City has the right, as its option, to supply all or part of the materials or equipment on any project. All work must meet, as a minimum, all City of Frisco and State of Texas building codes.

All invoices must reference the City of Frisco's Purchase Order/Department Purchase Order number, department name, job site location, city employee requesting service, and a complete breakdown of charges. The breakdown on the invoice should be in accordance with the bid pricing. Invoices should provide clear detail and breakdown for labor (to include hourly rate and cost per hour), and mark-up on parts/materials should be provided on the invoice and extended (detail to show vendors cost, and then extended to show markup). All original invoices must be sent the City of Frisco, Accounts Payable, 4<sup>th</sup> Sauare Blvd., 75034 6101 Frisco Floor. Frisco. TX (accountspayable@friscotexas.gov).

#### **Insurance Requirements**

The City of Frisco's insurance requirements are on pages 11-12 of this bid. Upon notification of award, successful vendors will be required to provide a certificate of insurance meeting these requirements. The completed certificate of insurance does not have to be supplied with the bid.

#### Service Calls

Labor time will begin upon arrival at a job site. The normal cost of a service call will be permitted as part of the call-out charge. **There will be no travel costs.** 

#### **Operating Hours/Response Time**

a. Normal hours – 8:00AM Local Time to 5:00PM Local Time

Emergency Repair-For repairs that the City deems emergency repairs, the City will require a four-hour response time.

Routine Repair-For routine repair items, the City will require response within 2 business days.

New Projects-For new projects, the City will require response within 5 business days.

If the primary vendor is unable to meet any of the response times above, the City will go to the next awarded vendor.

#### A. General Electrical Services

Under General Electrical Services, the City of Frisco has facilities located at various locations throughout the City totaling approximately 1,500,000 square feet of maintained space. This space consists of office space (such as City Hall, Fire Stations) and shop/warehouse space. This will increase during the term of the contract as new buildings are constructed.

The Building Services Division or designated City staff will contact an electrical service company as needed to assist staff in the installation, maintenance and repair of building lighting and electrical systems, as well as new service or project requests. The voltage at these buildings range from 120 volts to 240 volts single phase, 120 volts to 208 volts three phase, and 277 volts to 480 volts three phase.

#### **B. Parks Electrical Services**

Parks electrical services includes pricing for lamp and ballast replacement for field lighting at City Parks. Light poles range from 60ft to 80ft high. The City parks lighting is 1500W Metal Halide lamps. Pricing offered may be based on a minimum of fifteen (15) lamp replacements. Ballasts should be same as or equal to HID core and coil ballast 1500W Metal Halide. The City must authorize all ballast replacements before they occur.

#### **Submittal Requirements**

Vendors should submit the following information, at a minimum, in their response to this request for best value bids.

#### Section 1: Title Page and Table of Contents

The Title Page and Executive Summary shall include the bid number and name, 2110-008 Electrical Services. Provide a brief description of your company/firm. It shall be signed by an officer of your company authorized to bind the organization in contracts. Please note which categories (A, B) for which you wish to be considered.

#### Section 2: Company Background/References

Vendors must provide, at a minimum, a list of three (3) clients in the past two (2) years. Bids received without client references may be deemed non-responsive. Local Government agency references in the DFW Metroplex are preferred. Please do not include City of Frisco as one of your references. This will already be taken into account. For vendors submitting for multiple categories (A, B), additional references may be supplied.

Vendors must provide a contact listing as requested in the pricing schedule with this bid. Bids received without contact information may be deemed as non-responsive. The contact listing should provide information on who the City should contact regarding this bid, as well as who the City would contact for service calls. If there are different means available for scheduling service calls, provide that information. A contact name, phone number and email should be provided.

#### Section 3: Qualifications

Vendors shall provide copies of the following licenses and certifications with their bids: All journeyman electricians must be proficient in all phases of repairs to building lighting systems and electric distribution system.

- 1. Copy of Texas Electrical Contractor License.
- 2. Copy of Electrical licenses of each electrician that will work on City of Frisco equipment (if any changes and/or electricians added after beginning of agreement, same information, MUST be submitted to Building Services Division or Purchasing).
- 3. Before being awarded an agreement, the highest ranked bidder may be requested to submit such evidence as may be required to establish their financial responsibility, experience, and possession of such equipment and tools as may be needed to prosecute all work in an expeditious, safe and satisfactory manner. Shall the low bidder fail to produce satisfactory to the City on any of the foregoing points, they may be disqualified, and the work awarded to the next qualified low bidder.

Vendors are required to provide services by company employees only. Subcontractors are not permitted to provide services, unless prior approval is granted by the City.

#### Section 4: Pricing

Please complete the Bid Form Included with this bid. Please complete each section (A, B) for which you wish to be considered.

#### Section 5: Sample Invoices/Sample Reports

Please provide a sample invoice that the City will be provided for all work under this agreement. This sample invoice will also be used to verify that the City clearly understands the pricing submitted by each vendor above.

Sample Invoice should be for the following work:

Vendor called out to City Hall, 6101 Frisco Square Blvd, Frisco, TX 75034 during normal business hours-called out by Gerry Burns, Facilities Manager. A journeyman electrician and an apprentice electrician were on site, for 6 hours each. \$300 (list price) in parts and materials were required for the job. Please show your billing for the call out, hours billed, and mark-up for parts. PO number used was PO #2100258.

Failure to submit a sample invoice using the pricing proposed for the scenario above may result in bid being non-responsive.

#### Section 6: Required Forms

- a. Supplemental Information- pages 15 of this bid.
- b. Affidavit of No Prohibited Interest- page 16 of this bid.
- c. Conflict of Interest Questionnaire- page 17 of this bid.
- d. Signature Form- page 29 of this bid.



# GENERAL INFORMATION CITY OF FRISCO PURCHASING

## BID FORM 2110-008 ELECTRICAL SERVICES

## **Pricing Schedule**

## A. General Electrical Services

1.	Electrical "Service Call" Normal Hours. One-time charge for call out to job site. This is not the cost for the first hour. This is if a separate service call fee is charged. \$ per call/trip
2.	Electrical "Service Call" Nights/Weekends/Holidays. One-time charge for call out to job site. This is not the cost for the first hour. This is if a separate service call fee is charged.  \$ per call/trip
3.	Electrical Maintenance & Repair, Regular Time, Journeyman Electrician per hour
4.	Electrical Maintenance & Repair, Overtime, Journeyman Electrician \$ per hour
5.	Electrical Maintenance & Repair, Regular Time, Electrician Helper \$ per hour
6.	Electrical Maintenance & Repair, Overtime, Electrician Helper \$ per hour
7.	Percentage Mark-Up List Price Parts/Materials Cost plus% (direct mark-up, not margin)

8.	Please provide any information here for any other pricing conditions, minimums, special fees, etc. that will apply:		
	·		
	B. Parks Electrical Services		
1.	Electrical "Service Call" Normal Hours. One-time charge for call out to job site. This is not the cost for the first hour. This is if a separate service call fee is charged.  \$ per call/trip		
2.	Electrical "Service Call" Nights/Weekends/Holidays. One-time charge for call out to job site. This is not the cost for the first hour. This is if a separate service call fee is charged.  \$ per call/trip		
3.	Electrical Maintenance & Repair, Regular Time, Journeyman Electrician \$ per hour		
4.	Electrical Maintenance & Repair, Overtime, Journeyman Electrician \$ per hour		
5.	Electrical Maintenance & Repair, Regular Time, Electrician Helper \$ per hour		
6.	Electrical Maintenance & Repair, Overtime, Electrician Helper \$ per hour		
7.	Bucket Truck or Spider Lift to reach up to 80ft. for light change outs \$ per hour/standard (time starts on job site)		
8.	Bucket Truck or Spider Lift to reach up to 80ft. for light change outs \$ per hour/overtime (time starts on job site)		
9.	Materials Pricing (cost for material only, hourly labor rates above provide for labor) 1000W ballast \$ Each 1500W ballast \$ Each Replacement Bulbs, 1000W Metal Halide \$ Each Replacement Bulbs, 1500W Metal Halide \$ Each		
10	Other parts: Percentage Mark-Up List Price Parts/Materials  Cost plus% (direct mark-up, not margin)		

1. Please provide any information here for any other pricing conditions, minimums, special fees, etc. that will apply:					
Contact Information, Reg	ular Hours				
Contact Name	Phone #	Email			
Contact Name	Phone #	Email			
Contact Information, Nigh	nts/Weekends/Holidays				
Contact Name	Phone #	Email			
Contact Name	Phone #	Email			



### SIGNATURE FORM

#### 2110-008 ELECTRICAL SERVICES

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

"I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder:				
Address of Bidder:				
City:			Zip Code:	
Telephone Number:		Fax:	<u> </u>	
E-mail address:				
By (print name)				
Title:	Fede	ral ID #/SSN #:		
Signature:			_	
Acknowledgement of Addenda: #1	1 #2	_#3#4	#5	
CONTACT NAME:	PHONE	EMAIL	:	