



**Materials Management Department
901-B Texas Street
Denton, Texas 76209**

**SCOPE OF WORK
Exhibit 3**

RFP 6003

**ELECTRICAL SERVICES
FOR THE CITY OF DENTON**

RFP # 6003
Technical Specifications
Electrical Services to the City of Denton
EXHIBIT 3

The scope of work shall be finalized upon the selection of the Firm. The respondent's submission shall have accurately described your understanding of the objectives and scope of the requested products and services and provided an outline of your process to implement the requirements of the Scope of Work and Services. It is anticipated that the scope of work will include, at a minimum, the following:

The proposal shall include all of the following information. Failure to include all of the required information may result in disqualification of a vendor.

A. PURPOSE:

The intent of this document is to provide interested vendors with sufficient information to enable them to prepare and submit proposals for consideration by the City of Denton for Electrical Services for various City buildings on an as needed basis to assist the City of Denton with renovations, remodels and maintenance of existing facilities. The scope of services is to include but not limited to the following:

Electrical Services:

- 1.) New installation and removal of equipment
- 2.) Repairs

SCOPE OF SERVICES:

A typical project may include the following phases:

Phase 1: Field Investigation

- 1.) Review the existing materials, drawing reports, etc. prepared by City staff on the proposed project.
- 2.) Review the proposed scope.
- 3.) Review the existing infrastructure in the facility.
- 4.) Locate, quote product and labor costs.

Phase 2: Review Material and Labor Options with City Staff

- 1.) This phase will consist of review of quotes and materials options.
- 2.) This phase may also include detailed specifications and implementation schedule.

RFP # 6003
Technical Specifications
Electrical Services to the City of Denton
EXHIBIT 3

B. PROJECT CONTROL:

- 1.) Any vendor desiring to respond to this RFP is required to have an emergency response time of 30 minutes.
- 2.) The vendor will meet with selected representatives on a regular basis or as determined necessary by the Facilities Management Department staff/project manager to review progress and provide necessary guidance to the contractor in solving problems which may arise.
- 3.) Facilities Management Department project managers will meet as often as required with the vendor's project manager for the purpose of reviewing progress and providing necessary guidance.
- 4.) The vendor will, on a regular basis, submit brief written summaries of the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, real or anticipated problems and notification of any significant deviation from previously agreed upon work plans.
- 5.) Within 10 working days of the award of a project, the vendor will submit to the City's project manager for approval, a work plan which includes the following:
 - a. The vendor's name and titles of personnel assigned to the project.
 - b. Vendors shall complete background checks and maintain an active policy on drugs and alcohol in the work place that supports a drug free environment, and be prepared to submit such policy upon City request.
 - c. Vendor's shall complete background checks and shall perform criminal background checks on all Assigned Employees prior to the assigned employee be eligible to perform duties for the City. VENDORS shall follow all of the most current EEOC guideline regarding the process for performing criminal background checks. Accordingly, VENDORS shall exclude any possible Assigned Employee from working for the City based on job-related functions of the position and consistent with the City's business necessity:
 - d. The project breakdown showing subprojects, cost and activities and tasks.
 - e. The time-phased plan for completing the project.
- 6.) Invoices will be required for verification of electrical materials.

RFP # 6003
Technical Specifications
Electrical Services to the City of Denton
EXHIBIT 3

C. MINIMUM QUALIFICATIONS:

- Commercial Experience been in business at least 10 years
- Master Electrician Licensed in the State of Texas
- Journeyman Electrician Licensed in the State of Texas
- Apprentice Electrician Licensed in the State of Texas
- Licensed to do business in the State of Texas and provide a copy of Certification

D. Permits

- City of Denton will pay for the permit, the contractor will apply for and pick up permit.

NOTE: The City of Denton Facilities Management selects brands/type of equipment/supplies.

E. Davis-Bacon Wage Determination Decision

The Authority's Compact requires that all mechanics and laborers employed by contractors and subcontractors on construction and maintenance contracts be paid wages not less than those prevailing on similar contracts in this locality as determined by the Secretary of labor in accordance with Davis-Bacon and related Acts. These wages are set forth under Appendix D of the Contract. The applicable Labor Standards Provisions are included in the articles and appendices of this solicitation.

F. Licenses

- a. If the work described in this RFP is to be performed in Texas, bidders are required to show evidence of a certificate of registration obtained from the State of Texas before a RFP may be received and considered.
- b. Each bidder shall place on the outside of the envelope containing the RFP, and on the RFP form, one of the following notations:

- (1) REGISTERED IN THE STATE OF TEXAS CONTRACTOR: CLASS A, NUMBER

G. Advance Cost Agreement:

Within 30 days after Notice of Award, the Contractor shall make available for audit review, information on its accounting system used to project fixed and variable overhead rates applicable to possible Contract changes. The Authority's Office of the Auditor General, to the extent possible, will review and approve said accounting system. When appropriate and if possible, as a result of the audit review, Advance Cost Agreements should be executed between the Contracting Officer and the Contractor. The Cost Agreements shall be a supplemental agreement to the Contract.

RFP # 6003
Technical Specifications
Electrical Services to the City of Denton
EXHIBIT 3

H. Brand Name or Equal:

(As used in this clause, the term “brand name” includes identification of products by make and model.)

A. If items called for by this solicitation have been identified in the Technical Specifications by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Proposals offering “equal” products including products of a brand name manufacturer other than the one described by brand name will be considered for award if such products are clearly identified in the proposal and are determined by the Authority to meet fully the salient characteristics requirements in the Request for Proposals.

B. Unless the offeror clearly indicates in his proposal that he is offering an “equal” product, his proposal shall be considered as offering the brand name product referenced in the Request for Proposals.

C. 1. If the offeror proposes to furnish an “equal” product, the brand name, if any, of the product is to be furnished in the RFP. The evaluation of proposals and the determination as to equality of the product offered shall be the responsibility of the Authority and will be based on information reasonably available to the Contracting Officer. **CAUTION TO OFFERORS. THE CITY is not responsible for locating or securing any information which is not identified in the proposal and reasonably available to the Authority. Accordingly, to insure that sufficient information is available, the offeror must furnish as a part of his proposal all descriptive material (such as cuts, illustrations, drawings, other information) necessary for the Authority to (I) determine whether the product offered meets the salient characteristics requirements of the Request for Proposals and (ii) established exactly what the offeror proposes to furnish and what the Authority would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the Authority. 2. If the offeror proposes to modify a product so as to make it conform to the requirements of the Request for Proposals, he shall (I) include in his proposal a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.**

3. Modifications proposed after the RFP opening date will not be considered.

I. 1.12 PERMITS AND RESPONSIBILITIES:

a. The Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, Local or Municipal laws, codes or regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of construction thereof which theretofore may have been accepted.

RFP # 6003
Technical Specifications
Electrical Services to the City of Denton
EXHIBIT 3

**J. 1.29 PROTECTION OF EXISTING VEGETATION, STRUCTURES,
UTILITIES AND IMPROVEMENTS:**

- a. The Contractor shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site of work which is not to be removed and which does not unreasonably interfere with the work. Care shall be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place.
- b. The Contractor shall protect from damage all existing improvements or utilities at or near the site of the work and shall repair or restore any damage to such facilities resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the work. If the Contractor fails or refuses to repair any such damage promptly, the Contracting Officer may have the necessary work performed and charge the cost thereof to the Contractor.

K. 1.34 CLEANING UP:

- a. The Contractor shall at all times keep the construction area, including storage areas used by him, free from accumulations of waste material or rubbish and prior to completion of the work remove any rubbish from the premises and all tools, scaffolding, equipment and materials not the property of the Authority.
- b. Upon completion of construction, the Contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to the Contracting Officer.

L. 1.36 ACCIDENT PREVENTION:

- a. In order to provide safety controls for protection to the life and health of employees and other persons, for prevention of damage to property, materials, supplies and equipment, and for avoidance of work interruptions in the performance of this Contract, the Contractor shall comply with all pertinent provisions of the SAFETY REQUIREMENTS Article of the Special Conditions, and shall also take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonably necessary for the purpose.
- b. The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer exposure data and all accidents resulting in death, traumatic injury, occupational disease and damage to property, materials, supplies and equipment incidental to work performed under this Contract.
- c. The Contracting Officer will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

RFP # 6003
Technical Specifications
Electrical Services to the City of Denton
EXHIBIT 3

d. Compliance with the provisions of this Article by subcontractors shall be the responsibility of the Contractor.

e. Prior to commencement of the work the Contractor shall:

(1) Submit in writing his proposals for effectuating this provision for accident prevention.

(2) Meet in conference with representatives of the Contracting Officer to discuss and develop mutual understanding relative to administration of the overall safety program.

M. 1.48 WARRANTY OF CONSTRUCTION:

a. Except as otherwise expressly provided in this Contract, the Contractor shall remedy at his own expense any failure of the work for a period of one year, including equipment, to conform to Contract Specifications and any defect of material, workmanship, or design in the work, but excluding any defect of any design furnished by the Authority under the Contract, provided that the Contracting Officer gives the Contractor notice of any such failure or defect promptly after discovery but not later than one year after final acceptance of the work, except that in the case of defects or failures in a part of the work of which the Authority take possession prior to final acceptance, such notice shall be given not later than one year from the date the Authority take such possession. The Contractor, at his own expense, shall also remedy damage to equipment, the site, or the buildings or the contents thereof which is the result of any failure or defect, and restore any work damaged in fulfilling the terms of this Article. Should the Contractor fail to remedy any such failure or defect within a reasonable time after receipt of notice thereof, the Authority shall have the right to replace, repair or otherwise remedy such failure or defect at the Contractor's expense. This warranty shall not delay final acceptance of or final payment for the Contract work.

b. All subcontractors', manufacturers' and suppliers' warranties and guarantees, expressed or implied, respecting any part of the work and any materials used therein shall be deemed obtained and shall be enforced by the Contractor as the agent and for the benefit of the Authority without the necessity of separate transfer or assignment thereof; provided that, if directed by the Contracting Officer, the Contractor shall require such subcontractors, manufacturers and suppliers to execute such warranties and guarantees in writing to the Contracting Officer.

c. Any work repaired or replaced pursuant to this Article shall also be subject to the provisions of this Article to the same extent as work originally performed. The rights and remedies of the Authority provided in this Article are in addition to and do not limit any rights afforded to the Authority by any other article of this Contract.

N. 1.49 TIME AND MATERIALS WORK:

a. In the event equitable adjustment pursuant to the CHANGES Article or other articles of these General Provisions cannot be agreed to in a timely manner, the Contracting Officer reserves the right to order work on a time and materials basis. When work is ordered under this Article and notwithstanding the provisions of other articles, compensation for the work shall be determined as hereinafter provided and shall constitute the total compensation to be paid for the changes to the work. The methods, labor, materials and equipment used in the performance of such work shall be subject to the approval of the Project Manager.

RFP # 6003
Technical Specifications
Electrical Services to the City of Denton
EXHIBIT 3

b. Work performed by or for the Contractor: Labor, materials, and equipment shall be furnished by the Contractor or by a subcontractor or by others on behalf of the Contractor. The Contractor will be paid therefore as hereinafter provided, except where agreement has been reached to pay in accordance with Paragraph c. below. To the totals, completed as indicated in Paragraphs b. (1) through b. (4), shall be added the following percentages, which in the aggregate shall be limited up to a maximum of:

Labor: 10 percent.

Materials: 5 percent.

Equipment rental: 5 percent.

Profit shall be negotiated as provided in the CONTRACT MODIFICATIONS – REQUIREMENTS FOR PROPOSALS, PRICE BREAKDOWN AND NEGOTIATION OF PROFIT Article of these General Provisions.

A percentage for subcontract work, limited up to a maximum of 10 percent, may be added to the totals computed above. This subcontract percentage will be a one-time markup regardless of tier of the subcontractor performing the work. A percentage for Contractor's bond not to exceed one percent, may also be added to the total. For the purposes of this Article, subcontractor is defined as an individual, partnership, corporation, association, joint venture or any combination thereof, who contracts with the Contractor to perform work or labor or render service on or about the work. The term subcontractor shall not include those who supply materials only. When work paid for on time and materials basis is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the Authority for such work and no additional payment therefor will be made by the Authority by reason of performance of the work by a subcontractor or by others.

(1) Labor: The cost of labor used in performing the work, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

[a] The gross actual wages paid including income tax withholding but not including any employer payments to or on behalf of workmen for health and welfare, pension, vacation, insurance and similar purposes.

[b] To the actual gross wages, as defined in Paragraph b. (1) [a] above, will be applied a percentage based upon current applicable labor rates concerning payments made to or on behalf of workmen other than actual wages, which percentage shall constitute full compensation for all payments other than actual gross wages as defined in Paragraph b. (1) [a] above and subsistence and travel allowance as specified in Paragraph b. (1) [c] below. The Contractor shall compute a separate percentage for each craft or a composite percentage for all crafts, if so approved by the Project Manager.

All computed percentages shall be submitted to the Project Manager for approval within 90 days after receipt of Notice to Proceed or as directed by the Project Manager prior to any time and materials work being performed.

RFP # 6003
Technical Specifications
Electrical Services to the City of Denton
EXHIBIT 3

[c] Subsistence and travel allowance paid to such workmen if required by collective bargaining agreements. The charges for labor shall include all classifications through foremen when engaged in the actual and direct performance of the work. They shall not include charges for such overhead personnel as assistant superintendents, superintendents, office personnel, timekeepers and maintenance mechanics.

(2) Materials: The cost of materials required for the accomplishment of the work will be delivered cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof, except as the following are applicable:

[a] If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the Authority notwithstanding the fact that such discount may not have been taken.

[b] If materials are procured by the purchaser by any method which is not a direct purchase form and a direct billing by the actual supplier to such purchaser, the cost of such materials, including handling, shall be deemed to be the price to the actual supplier as determined by the Project Manager.

[c] If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment therefor will not exceed the price paid by the purchaser for similar materials furnished from said source on Contract items or the current wholesale price for such materials delivered to the job site, whichever price is lower.

[d] The cost of such materials shall not exceed the lowest current wholesale price at which such materials are available in the quantities concerned, delivered to the job site, less any discounts as provided in Paragraph b. (2) [a] above.

[e] If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, the cost shall then be determined in accordance with Paragraph b.(2)[d] above. The Contractor shall not be compensated for indirect costs and profit on Authority furnished materials.

(3) Equipment: The Contractor shall be paid for the use of equipment in accordance with the PAYMENT FOR USE OF EQUIPMENT Article of the Special Conditions. The Contractor shall furnish all data which might assist the Project Manager in the establishment of such rates.

[a] Operators of rented equipment will be paid for as provided under Paragraph b. (1) above.

(4) Subcontracts: The cost for subcontract work will be the actual cost to the Contractor for work performed by a subcontractor as computed in accordance with Paragraph b. above.

RFP # 6003
Technical Specifications
Electrical Services to the City of Denton
EXHIBIT 3

c. Special items of work: If the Contracting Officer and the Contractor, by agreement, determine that either (1) an item of time and materials work does not represent a significant portion of the total Contract price, or (2) such item of work cannot be performed by the forces of the Contractor or the forces of any of his subcontractors, or (3) it is not in accordance with the established practice of the industry involved to keep the records which the procedure outlined in Paragraph b. above would require, charges for such special time and materials work item may be made on the basis of invoices for such work without complete itemization of labor, materials and equipment rental costs. To such invoiced price, less a credit to the Authority for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added a negotiated amount not to exceed five percent of the discounted price, in lieu of the negotiated lump sum not to exceed the percentages provided for in Paragraph b. above. d. Records: The Contractor shall maintain his separate records in such a manner as to provide a clear distinction between the direct costs of work paid for on a time and materials basis and the cost of other operations. (1) The Contractor shall prepare, and furnish to the Project Manager, report sheets in duplicate of each day's work paid for on a time and materials basis the day after such work was performed. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor or other forces, except for charges described in Paragraph c. above. The daily report sheets shall provide names or identifications and classifications of workmen, the hours worked, and also the size, type and identification number of equipment, and hours operated.

(2) Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily report sheets or, if not available, they shall be submitted with subsequent daily report sheets. Should said vendor's invoices not be submitted within 60 days after the date of delivery of the material or 15 days after acceptance of the work, whichever comes first, the Project Manager reserves the right to establish the cost of such materials at the lowest current wholesale prices at which such materials are available in the quantities concerned delivered to the location of the work less any discounts provided in Paragraph b. (2) [a] above.

(3) Said daily report sheets shall be signed by the Contractor or his authorized agent.

(4) The Project Manager will compare his records with the Contractor's daily report sheets, make any necessary adjustment, and compile the costs of work paid for on a time and materials basis on daily time and materials work report forms furnished by the Project Manager. When these daily reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

RFP # 6003
Technical Specifications
Electrical Services to the City of Denton
EXHIBIT 3

e. Payment: Payment as provided in Paragraphs b. and c. above shall constitute full compensation To the Contractor for performance of work paid for on a time and materials basis and no additional compensation will be allowed therefor, except as provided in Paragraph f. below.

f. If the work under this Article is emergency in nature or is on a critical path, i.e., completion of a milestone or overall Contract completion and affects efficient work and/or delays completion of other Contract work, the Contractor may propose a lump sum amount, adequately analyzed and certified for negotiation with the Contracting Officer as an added cost not covered by Paragraph b. (1) through b. (4) above.

O. 1.78 PRE-EMPLOYMENT CRIMINAL BACKGROUND CHECK REQUIREMENT

a. Criminal background checks of all contractor employees working at the City facility on this contract will be required. Eligibility for access to the City property will be based on the City's pre-employment Criminal Background Check criteria. The City will provide the contractor employees with background check consent forms that the contractor employees must complete and sign. The forms will require the contractor employees to appear in person, provide their full legal names, including middle initials if applicable, as well as their Social Security numbers, in addition to other information that will be necessary to conduct the background checks. The operating hours are Monday through Friday by appointment. Upon receipt of the completed, signed forms, the City will conduct background checks including criminal court searches and Social Security Number verifications of the contractor employees. If there is derogatory information that would disqualify a contractor employee from receiving a badge to access the City property, the Contractor and its contractor employee will be notified that the background check failed. The completed forms are secured in a locked file cabinet and are destroyed one year after the expiration date on the contractor employee's badge. These background checks are expected to take at least five (5) business day for processing, so the contractor employee must allow sufficient time for completion. The background check is free of charge.

b Background checks are conducted to promote a safe work environment and to protect our company's most important assets: the people we serve and the people with whom we serve. This enables the City management in making prudent decisions and maintaining a high quality workforce. Contractor employees who successfully complete the background checks are eligible to enter the City property once they are issued a contractor badge. On the other hand, contractor employees who do not authorize background checks or whose background checks are unsatisfactory will not be granted contractor badges or access to the City property. The records generated by these background checks that contain private information will not be disclosed unless disclosure is required under the Privacy Policies.

RFP # 6003
Technical Specifications
Electrical Services to the City of Denton
EXHIBIT 3

P. DELIVERY DISTRICTS

The City of Denton will be divided into two (2) delivery districts, North and South. It is the City's intent to award a contract for the north district, and a contract for the south district. The goal is to ensure timely delivery on both sides of town and continuity of supply.

The awarded district supplier will be the first contact for deliveries in their assigned district. If they are unable to meet the City's needs for a specific delivery, the City may contact the other district supplier to see if they can meet the City's needs. For example, if the need is in the North district, and that supplier can't meet the delivery needs, then the South district supplier may be utilized.

A map of the district lines is attached as Exhibit 4. The dividing line from west to east is along Jim Cristal Road, to Oak Street, to Bell and then to McKinney street. If product is needed on the dividing line, the South division supplier will be contacted first.