



1115 ANGELO STREET, CASTROVILLE, TX 78009

830-538-3142 [www.castroville.com](http://www.castroville.com)

REQUEST FOR PROPOSAL  
ELECTRIC SERVICE PROVIDER  
INVITATION TO BID

The Castroville Area Chamber of Commerce is soliciting a Request for Proposal in order to evaluate pricing, recommendations, and qualifications for electric services. The proposal must be submitted by 5:00 pm on Friday, November 4, 2022. The proposals may be submitted by email to [executivedirector@castroville.com](mailto:executivedirector@castroville.com), mailed to PO Box 572, Castroville, TX 78009, or dropped off at the office at 1115 Angelo St, Castroville, TX 78009

ELECTRIC SERVICE PROVIDER

Castroville Area Chamber of Commerce (CACC) is seeking proposals from qualified Electrical Providers (EP), for electric service to meet the electricity requirements of Old Fashion Christmas on December 2-3, 2022. The service shall begin at 12:00 PM on December 2, 2022. CACC has approximately 150 booths that will need electricity. The CACC seeks an EP that is prepared to provide a reliable supply of electricity, associated services and a high level of customer service. The EP will need to be/offer a standby contact, should any issues arise during the event. The pricing options submitted by EPs to this Request for Proposal (RFP) for these services must be competitively priced and offer ongoing value.

POWER SUPPLY

The EP is expected to supply total electricity power supply requirements. The successful EP will have full responsibility for meeting any and all load requirements. Generator used must be quiet or placed in a location as to not disturb the event. All of the aforementioned responsibilities/ services must be included in the pricing proposal. In the event EP fails to properly schedule all of the CACC electricity requirements, the EP shall be responsible for the full replacement cost of power to serve the CACC loads.

IT IS THE INTENT OF THE CASTROVILLE AREA CHAMBER OF COMMERCE TO HIRE AN ELECTRIC PROVIDER

The undersigned, in submitting this RFP, represents that he/she is an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age, or sex in the performance of this contract.

The undersigned hereby proposes to furnish the items bid on, at the unit prices quoted therein after notice of RFP award.

COMPANY NAME: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

INSTRUCTIONS TO PROPOSERS

1. The RFP award shall be based on, but not necessarily limited to, the following:
  - A. Total Price
  - B. Special needs and requirements of the CACC
  - C. Results of reference checks
  - D. Proposer's past performance record with CACC, if applicable
  - E. CACC's evaluation of the Proposer's ability to perform
2. CACC may make such investigations as it deems necessary to determine the ability of the proposer to provide satisfactory performance in accordance with specifications, and the proposers shall furnish to CACC all such information and data for this purpose as the CACC may request.
3. Proposers are to bid on all items as specified. RFP's will be awarded to one proposer based on the best value for CACC.
4. The contracted period will begin on December 2, 2022 through December 3, 2022.

GENERAL CONDITIONS

In submitting this proposal, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the

purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a CACC official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to CACC shall prevail.

#### BID TIME

It shall be the responsibility of each Bidder to ensure his/her proposal is turned in to CACC on or before 5:00 pm on Friday, October 28, 2022. Proposals received after the time stated above will be considered ineligible. All attached proposal documents are to be returned completely filled out, totaled and signed.

#### REJECTION/DISQUALIFICATION

Bidders will be disqualified and/or their proposal rejected, among other reasons, for any of the specific reasons listed below:

1. Proposal received after the time set for receiving proposals as stated in the advertisement;
2. Reason for believing collusion exists among the Bidders;
3. Proposal containing unbalanced value of any item;
4. Where the bidder, sub-contractor or supplier is in litigation with the City of Castroville or where such litigation is contemplated or imminent;
5. Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
6. Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
7. Proposals containing special conditions, clauses, alterations, items not called for or irregularities of any kind. However, CACC reserves the right to waive any irregularities and to make the award in the best interest of CACC.

#### AWARD OF BID

No award will be made until after investigations are made as to the responsibilities of the best bidder. CACC reserves the right to award bids whole or in part when deemed to be in the best interest of CACC. Proposals will be reviewed and shortlisted based upon evaluation. Short listed EPs will be notified and updated information requested as needed. Awarding and Execution of a contract will be made with Board approved EP.

#### WAIVER OF SUBROGATION

The contractor and his subcontractors shall require their insurance carrier, with respect to all policies, to waive all rights of subrogation against the Castroville Area Chamber of Commerce, its board members, partners, agents, and employees and against all other contractors and subcontractors.

#### INDEPENDENT CONTRACT

The successful proposer who is awarded the contract shall be considered an independent contractor for all purposes.

#### SALES TAX

The Castroville Area Chamber of Commerce is exempt from State Sales tax; therefore tax must not be added to bid.

#### GOVERNING LAW

This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising from this agreement shall be brought in federal or state courts within the State of Texas and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

#### TERMINATION/NON PERFORMANCE

The contract may be canceled by either party upon thirty (30) days written notification. CACC reserves the right to cancel the contract immediately if the CACC determines in its sole discretion that the successful proposer is not fulfilling the assigned responsibilities under the agreement and work would be awarded to the next qualifying proposer.

#### ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

#### INDEMNITY

CACC shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of CACC. The provisions of this

indemnification 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. It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect CACC from the consequences of CACC's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of CACC is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of CACC is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of CACC and in the name of CACC, any claim or litigation brought in connection with any such injury, death, or damage. The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by CACC for its own benefit, including self-insurance. Due care and diligence have been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The Castroville Area Chamber of Commerce and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

Proposer acknowledges that by submitting the proposal contained herein, proposer makes an offer which, if accepted within a reasonable period of time in whole or in part, by the CACC, constitutes a valid and binding contract as to any and all items accepted in writing by CACC.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

COMPANY TELEPHONE NUMBER: \_\_\_\_\_

ANY QUESTIONS concerning this proposal should be directed to: Olivia Stone, Executive Director (830) 538-3142.