

ORDINANCE

2020-03-05-0152

APPROVING A CONTRACT WITH OBR COOLING TOWERS INC., TO PROVIDE COOLING TOWER CLEANING SERVICES FOR THE BUILDING AND EQUIPMENT SERVICES DEPARTMENT, BEGINNING UPON AWARD BY CITY COUNCIL THROUGH DECEMBER 31, 2022, WITH TWO ADDITIONAL ONE-YEAR RENEWAL OPTIONS, FOR AN ESTIMATED TOTAL COST NOT TO EXCEED \$280,000.00. FUNDING IN AN AMOUNT NOT TO EXCEED \$70,000.00 IS AVAILABLE FROM THE FY 2020 FACILITY SERVICES FUND BUDGET.

* * * * *

WHEREAS, the City released a Request for Competitive Sealed Proposals (RFCSP) to provide cooling tower cleaning services for the Building and Equipment Services Department for cooling tower equipment and other supporting equipment at various City locations; and

WHEREAS, these services are required to preserve the safety, reliability, and functionality of the equipment by maintaining peak operational efficiencies while extending the life cycle of the equipment; and

WHEREAS, one proposal response was received and evaluated; and

WHEREAS, staff recommends OBR Cooling Towers Inc., for award of this contract; and

WHEREAS, all expenditures will be in accordance with the applicable fiscal year's budget approved by City Council; **NOW THEREFORE:**

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

SECTION 1. The proposal submitted by OBR Cooling Towers Inc., to provide cooling tower equipment cleaning services for the Building and Equipment Services Department, beginning upon award by City Council through December 31, 2022, with two additional one-year renewal options, for an estimated total cost not to exceed \$280,000.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the RFCSP is attached hereto and incorporated herein for all purposes as **Exhibit I**. A copy of the proposal may be inspected in the offices of the Purchasing Division of the Finance Department.

SECTION 2. Funding for this ordinance in the amount of \$70,000.00 is available as part of the Fiscal Year 2020 budget, per the table below:

Amount	General Ledger	Cost Center	Fund
\$54,930.00	5202020	3506010003	76001000
\$15,070.00	5204050	3506010003	76001000
Total Amount	\$70,000.00		

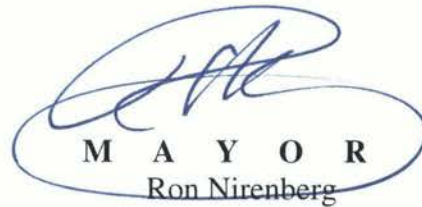
All expenditures will be in accordance with the Fiscal Year 2020 budget approved by City Council, and such other appropriations necessary to fund the contract through its term as evidenced by subsequent ordinances.

SECTION 3. Payment not to exceed the budgeted amount is authorized to OBR Cooling Towers Inc., to provide cooling tower equipment cleaning services for the Building and Equipment Services Department.

SECTION 4. The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.


SECTION 5. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

PASSED AND APPROVED this 5th day of March, 2020.




M A Y O R
Ron Nirenberg

ATTEST:



City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney



City of San Antonio

City Council

March 05, 2020

Item: 4

Enactment Number:

File Number: 20-1682

2020-03-05-0152

Ordinance approving a contract with OBR Cooling Towers Inc., to provide cooling tower cleaning services for the Building and Equipment Services Department, beginning upon award by City Council through December 31, 2022, with two additional one-year renewal options, for an estimated total cost not to exceed \$280,000.00. Funding in an amount not to exceed \$70,000.00 is available from the FY 2020 Facility Services Fund Budget. Funding for subsequent years is subject to City Council approval of the annual budget and funds.

[Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember Jada Andrews-Sullivan made a motion to adopt. Councilmember Adriana Rocha Garcia seconded the motion. The motion passed by the following vote:

Aye: 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

LC
03/05/20
Item No. 4

Exhibit I



CITY OF SAN ANTONIO
FINANCE DEPARTMENT - PURCHASING DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP") 19-110
RFx NO.: 6100012063

ANNUAL CONTRACT - COOLING TOWER CLEANING SERVICES - BESD

Date Issued: November 1, 2019

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 P.M., CENTRAL TIME, December 11, 2019

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

Address for hard copy responses:

Physical Address:
Office of the City Clerk
c/o Municipal Records Facility
719 S. Santa Rosa
San Antonio, Texas 78204

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

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT - COOLING TOWER CLEANING SERVICES - BESD"

Proposal Due Date: 2:00 p.m., Central Time, December 11, 2019

RFCSP 19-110, RFx: No.: 6100012063

Respondent's Name and Address

Proposal Bond: Yes Performance Bond: Yes Payment Bond: Yes Other: N/A

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes DBE / ACDBE Requirements: N/A

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

Pre-Proposal Conference * YES

* Pre-Proposal conference will be held on November 8, 2019, at 8:30 a.m. Central Time, at Riverview Towers, 11th Floor, Hill Country Conference Room, 111 Soledad, San Antonio, TX 78205

Site Visits: YES, Refer to Attachment K for the Site Visit Schedule

Staff Contact Person: Kelley Handsor, Procurement Specialist III, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: Kelley.Handsor@SanAntonio.gov

SBEDA Contact Information: Diane Nicho, (210) 207-8088, Email: Diane.Nicho@sanantonio.gov

RESTRICTIONS ON COMMUNICATIONS

In accordance with Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation.

Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as "A" session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council "A" session.

Restrictions extend to "thank you" letters, phone calls, emails and any contract that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

For additional information, see the section of this RFCSP entitled "*Restrictions on Communication*".

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS..... 3
003 - INSTRUCTIONS FOR RESPONDENTS..... 4
004 - SPECIFICATIONS / SCOPE OF SERVICES..... 13
005 - SUPPLEMENTAL TERMS & CONDITIONS..... 33
006 - GENERAL TERMS & CONDITIONS..... 39
007 - SIGNATURE PAGE..... 44
008 - STANDARD DEFINITION..... 45
009 - ATTACHMENTS..... 47

003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals:

Submission of Hard Copy Proposals:

Respondent shall submit **one (1) COMPLETE** original signed in ink, **seven (7) hard copies WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, VOSB AND/OR PRICING TO BE INCLUDED)** and one (1) COMPLETE copy of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, **ANNUAL CONTRACT - COOLING TOWER CLEANING SERVICES - BESD, RFCSP 19-110, RFx: 6100012063**, on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors) and any reference to the Respondent's proposed price to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFCSP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

Proposals must be received in the Office of the City Clerk **no later than 2:00 p.m., Central Time, on December 11, 2019**, at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk
Attn: **ANNUAL CONTRACT - COOLING TOWER CLEANING SERVICES - BESD, RFCSP 19-110, RFx: 6100012063**
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk
Attn: **ANNUAL CONTRACT - COOLING TOWER CLEANING SERVICES - BESD, RFCSP 19-110, RFx: 6100012063**
C/o Municipal Archives and Records Facility
719 S. Santa Rosa
San Antonio, Texas 78204

Proposals sent to the City by facsimile or email will not be accepted.

Submission of Electronic Proposals:

Submit one (1) **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission or affixing it electronically.

Proposal Format:

Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed double-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. **ORIGINAL and/or ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP Section 003, Instructions for Respondents, Part B – Submission Requirements, and each section and attachment must be indexed and, for hard copy submissions, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk (*) in Section 003,**

Instructions for Respondents, Part B – Submission Requirements, MUST be divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal, on a CD, or a flash drive, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals:

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

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

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

Certified Vendor Registration Form:

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

Correct Legal Name:

Respondents who submit proposals to this RFCSP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFCSP as Attachment A, Part One.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of the Finance Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Alternate Proposals:

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

Hard Copy Alternate Proposals:

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

Electronic Alternate Proposals:

All alternate proposals submitted electronically are recorded with original proposals when submitted electronically.

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

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

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

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

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

Restrictions on Communication:

In accordance with and as authorized by Section 2-61 of the City Code, Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. **Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.**

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent.

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below until 10:00 a.m. Central Time, on November 20, 2019. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Kelley Handsor, Procurement Specialist III
City of San Antonio, Finance Department – Purchasing Division
Kelley.Handsor@SanAntonio.gov

Questions submitted and the City's responses to questions will be posted with this solicitation.

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact, Diane Nicho, may be reached by telephone at 210-207-8088 or by e-mail at Diane.Nicho@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at vendors@sanantonio.gov for assistance with vendor registration and submitting electronic bids.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council Agenda date, and a review of the solicitation process.

Pre-Submittal Conference:

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Respondents are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Site Tours, if any, will begin at the conclusion of the conference.

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

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

Changes to RFCSP:

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

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

Preparation of Proposals:

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

Line Item Proposals:

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

All or None Bid:

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

Delivery Dates:

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

Tax Exemption:

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

Description of Supplies:

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

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

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

Samples, Demonstrations and Pre-award Testing:

If requested by City, Respondent shall provide product samples, demonstrations, and/or testing of items proposed to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of a

proposal. All samples (including return thereof), demonstrations, and/or testing shall be at Respondent's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts:

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

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

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

Confidential or Proprietary Information:

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

Interlocal Participation:

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

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

Costs of Proposing:

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

Rejection of Proposals:

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

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

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

The proposal is conditional; or

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

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

Variances and Exceptions to Proposal Terms:

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

Changes to Proposal Form:

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

Withdrawal of Proposals:

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

Proposal Opening:

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

Evaluation and Award of Contract:

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the responsible offeror whose proposal is determined to be the most advantageous to City, considering the relative importance of price and the other evaluation factors included in this RFCSP.

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

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

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

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

Inspection of Facilities/Equipment:

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

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

Prompt Payment Discount:

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

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

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

Prohibited Financial Interest:

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to the RFCSP is made in reliance thereon, that none of the above listed individuals or entities is a party to this contract or sale.

Unfair Advancement of Private Interests:

Pricing and discounts contained in this contract are for use by City departments conducting City business. City employees may not use their positions to obtain special treatment or prices that are not available to the general public.

State of Texas Conflict of Interest Questionnaire (Form CIQ):

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

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

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

<https://www.ethics.state.tx.us/forms/conflict/>

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

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

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

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

If delivering by hand, deliver to:

Office of the City Clerk
c/o Municipal Records Facility
719 S. Santa Rosa
San Antonio, Texas 78204

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

PART B

SUBMISSION REQUIREMENTS:

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

Submission of Hard Copy Proposals:

If submitting a hard copy proposal, Respondent shall submit **one (1) COMPLETE** original signed in ink, **seven (7)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, VOSB AND/OR PRICING TO BE INCLUDED)** and one copy of the proposal on compact disk (CD) or flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, **RFCSP 19-110, RFx: 6100012063, ANNUAL CONTRACT - COOLING TOWER CLEANING SERVICES - BESD**, on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors) and any reference to the Respondent's proposed price to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFCSP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

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

TABLE OF CONTENTS:

EXECUTIVE SUMMARY: The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

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

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

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

*PRICE SCHEDULE: Use the Price Schedule that is found in this RFCSP as Attachment B.

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

<http://www.sanantonio.gov/Portals/0/Files/eforms/Atty/ContractsDisclosureForm.pdf>

Instructions for completing the Contracts Disclosure form:

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

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

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

*SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S): Complete, sign and submit any and all SBEDA form(s), found in this RFCSP as Attachments E & F.

*VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM TRACKING FORM: Complete, sign, and submit VOSB Tracking Form found in this RFCSP as Attachment G.

CERTIFICATE OF INTERESTED PARTIES FORM: Respondent shall review information regarding Certificate of Interested Parties Form (Form 1295) provided in RFCSP Attachment H and submit Form 1295 as directed.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 and submit it with your response to this solicitation.

PROPOSAL BOND: Submit proposal bond in the amount of \$1,000.00. For electronic submissions, Respondent must provide the original proposal bond to the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals.

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

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

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

ADDENDA: Sign and submit addenda, if any.

PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in this RFCSP as Attachment R P.

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

EVALUATION CRITERIA:

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

Evaluation Criteria:

- A. Experience, Background, Qualifications (35 points)**
- B. Proposed Plan (40 points)**
- C. Price (20 points)**
- D. Small Business Economic Development Advocacy Program (SBEDA)**

SBE Prime Contract Program – (5 points)

Certified SBE firms (see *Small Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive 5 evaluation criteria points.

No evaluation criteria points will be awarded to NON-SBE CONTRACTORS through subcontracting to certified SBE.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 SCOPE:

The City of San Antonio is soliciting proposals for a contractor to provide cooling tower cleaning services to include furnishing the necessary labor, materials, service equipment, tools, transportation, methods of communication, employee supervision, reports, and supplies. The cleaning services required consist of, but shall not be limited to:

- Providing a cleaning service plan for each cooling tower.
- Actual cleaning of the cooling tower(s) to remove the following: scaling, bio-deposit, biological growth, debris, sediment, sludge, etc.
- Cleaning existing fill material, supports and cells.
- Isolation of the cooling tower(s).
- Filling the cooling tower(s).
- Testing the cooling tower water for pH and disinfectant level(s) after cleaning.
- Re-sealing any seams with manufacturer approved cooling tower grade caulking.
- Providing service report(s) that shall include the cleaning certification.

These services are required to preserve the safety, reliability, and functionality of the equipment at various Facilities throughout the City. The cooling towers and support equipment shall be referred to herein as "Equipment". This solicitation does not include industrial water treatment services.

The contractor's prices submitted on Attachment B, Price Schedule Rev II dated November 04, 2019, **columns C and D**, Spring Service – Fall Service shall include all parts and components, chemicals, miscellaneous supplies, and labor necessary to provide cleaning service(s) (the parts included in the Scheduled Maintenance services are listed in Section 4.10). Contractor shall perform work as per the manufacturer's requirements and per Local, State, and Federal codes; and the specification/scope of services contained herein.

4.2 PROOF OF LICENSING AND CAPABILITY:

1. Contractor Qualifications: Contractor shall provide same qualification documentation listed below, as it pertains to each Supervisor, Technician, Helper, Subcontractor, and any other "Employee" who will perform services under this contract.
 - a. Contractor shall furnish evidence satisfactory to the City specifically demonstrating that the management of the firm has, in the past, satisfactorily performed the work required herein.
 - b. It is preferred that Contractor is an approved or accredited servicing agent for any of the major manufacturers of cooling towers. If Contractor has such accreditation, Contractor shall provide documentation certifying such accreditation with its proposal. Alternatively, Contractor shall submit a letter, with its proposal, certifying that it is qualified to meet the requirements of the specifications/scope of services, including specific support for Contractor's assertions. The manufacturer's certification or Contractor's letter shall validate, to the City's satisfaction, the contractor's capability to perform the services required by this specification/scope of services.
 - i. Contractor shall provide certification or documentation that the Contractor meets the license requirements of the State of Texas for the Equipment referenced herein. Alternatively, Contractor shall submit a letter, with the proposal, certifying that Contractor is qualified to meet the requirements of the specifications/scope of services, including specific support for Contractor's assertions. The license or Contractor's letter shall validate, to the City's satisfaction that the Contractor is capable of performing the services required by this RFCSP.
 - c. Contractor shall hold all proper and current licenses, insurances, and bonds.
 - d. Contractor shall be in good financial standing, not in any form of bankruptcy, current in payment of taxes and fees, such as state franchise fees.
 - e. Contractor shall provide certification that shows the contractor meets the requirements of Federal and State of Texas Insecticide, Fungicide, and Rodenticide ACT (FIFRA), if such chemicals will be used by Contractor to complete the scope of services contained herein.

2. Supervisor and Technician Qualifications:

- a. Shall have a minimum of ten (10) years' experience cleaning cooling towers. Documentation of experience shall be submitted with bid response.
- b. Shall be certified to work with chemicals used during the cooling tower cleaning process. Alternatively, Contractor shall provide a letter certifying the qualifications. Specific chemicals shall be referenced with submittal of documentation.
- c. Shall be certified or trained for the collection and testing of water samples, which are to be taken after cleaning of the cooling tower(s), is completed.
- d. Contractor shall provide documentation that supervisor(s) and technician(s) have the required safety training for the work environment and chemical usage required to perform all services contained in this RFCSP. Safety training information shall consist of, but is not limited to:
 - i. Basic OSHA Training
 - ii. Respiratory Fit Test Training
 - iii. Tools and Equipment
 - iv. Chemical Safety
 - v. Hazardous Conditions
 - vi. Personal Protective Equipment (PPE)
 - vii. Confined Space Entry
 - viii. Lockout/Tagout

3. Helper Qualifications:

- a. A Helper can be used to support a qualified technician or supervisor. Contractor shall ensure that one qualified technician or supervisor shall be with the helper while at any City location at all times. The qualified technician or supervisor shall be responsible for the maintenance services and other services at each location.
- b. Contractor shall provide documentation that the helper(s) have the required safety training for the work environment and chemical usage required to perform all services required by this RFCSP. Safety training information shall consist of, but is not limited to:
 - i. Basic OSHA Training
 - ii. Respiratory Fit Test Training
 - iii. Tools and Equipment
 - iv. Chemical Safety
 - v. Hazardous Conditions
 - vi. Personal Protective Equipment (PPE)
 - vii. Confined Space Entry

4.3 DEFINITIONS:

Whenever a term defined by the Uniform Commercial Code (UCC), as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this contract, in addition to the standard definitions and for the purpose of this solicitation the following definitions shall apply:

1. **BESD:** City's Building and Equipment Services Department.
2. **City Designated Departmental Representative (CDDR):** The facilities maintenance manager or coordinator for the respective City department.
3. **Contractor/Vendor:** the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract. Please refer to Section 008 - Standard Definitions.

4. **Equipment:** The cooling tower and supporting equipment as required by this solicitation.
5. **Helper:** A person that is part of an apprentice program that is recognized by manufacturer or other industry recognized organizations. If a helper is used, the helper is under direct supervision of the qualified technician. Contractor shall ensure that a helper is not on site at a City location without a qualified technician. The helper shall be in a registered apprenticeship program per Department of Labor and the National Apprenticeship Act or other industry recognized organization.
6. **ID Badges:** Identification badges.
7. **Materials/Parts:** Material includes, but is not limited to: parts, chemicals, instruments and other goods used to perform the requirements in this solicitation
8. **NACE:** National Association of Corrosion Engineers
9. **NFPA:** National Fire Protection Association
10. **NETA:** International Electrical Testing Association.
11. **Purchase Order (PO):** A validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in an solicitation for the price stated in Vendor's bid.
12. **Respondent:** a person, firm or entity that submits a proposal in response to a solicitation. The respondent whose proposal is accepted by City may also be referred to herein as Contractor, Vendor or Supplier. The term "respondent" is synonymous with the term "bidder". Please refer to Section 008 – Standard Definitions.

4.4 REFERENCES:

The publications listed below are part of this scope of services to the extent referenced. The publications are referred to within the text by the basic designation only. Use the most recent publication. Compliance with the most recent publication in effect is required unless otherwise indicated.

National Association of Corrosion Engineers (NACE)	
Publication 1	Cooling Water Treatment Manual
Cooling Technology Institute (CTI)	
CTI Standard	Standard for the Certification of Water Cooling Tower Thermal Performance
CTI ATC 105	Acceptance Test Code
International Building Code	
IBC	International Building Code
IMC	International Mechanical Code
IPC	International Plumbing Code
IEBC	International Existing Building Code
National Fire Protection Association (NFPA)	
NFPA 70	National Electrical Code
NFPA 101	Life Safety Code
NFPA 214	Standard on Water-Cooling Towers
Other	
OSHA	Occupational Safety and Health Administration (OSHA) Standards
OSHA	OSHA Technical Manual Section III Chapter 7
CFR 29	Code of Federal Regulation (CFR) Title 29 Part 1910.1200 Hazard Communication
Ordinance 100322	Water Conservation Ordinance
ANSI 188	Legionellosis Risk Management for Building Water System
ISO 9001	Quality Management
AWT	Legionella 2003: An Update and Statement by the Association of Water Technologies (AWT)
NIOSH	National Institute for Occupational Safety and Health (NIOSH) Guide to Industrial Respirator Protection

4.5 MATERIALS:

1. Materials shall be in current production, as offered to commercial trades, and shall be of top quality. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE.

2. Any materials, components and/or parts used in complying with the contract shall be equal to or better than original equipment and meet the manufacturers' requirements.
3. Specified materials, components and/or parts and equipment shall be standard products of a manufacturer regularly engaged in the manufacture of such products. Specified equipment shall essentially duplicate equipment that has performed satisfactorily for at least two (2) years prior to bid opening. Standard products shall have been in satisfactory commercial or industrial use for two (2) years prior to bid opening. The two (2) year requirement shall include applications of equipment and materials under similar circumstances and used for projects of similar size. The product shall have been for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the two-year (2) period.
4. The contractor is responsible for chemicals, materials, and cleaning equipment required in the performance of this contract.
5. The contractor is responsible for all testing equipment that is used to perform the required specification/scope of services.

4.5.1 MATERIAL PERFORMANCE REQUIREMENTS:

1. The burden of ascertaining product and performance equality of proposed substitutions from those items specified shall be borne by the Contractor. Product substitutions will be accepted for review by the City. If data provided by the Contractor is deemed inadequate to make a determination as to the equality of the proposed substitute, without additional research by the City, it will be rejected. Approval by the City shall not relieve the Contractor from responsibility for any errors or omissions, nor from responsibility for complying with the requirements of this solicitation, except with respect to variations described and approved by the City.
2. The material for this solicitation shall meet or exceed the American Society for Testing and Materials (ASTM), Underwriters Laboratories (UL), American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), Manufacturer's standards, and/or other code recognized agency as required by the national, state and local codes.
3. Chemicals or materials used in the contract shall meet industry, environmental, and ASTM standards.
4. Instruments used to perform the requirements of the specification/scope of services shall meet industry standards, ASTM calibration standards or other accepted standards as determined by the CDDR.

4.6 SITE INSPECTIONS:

1. Respondents shall perform all investigations as necessary to thoroughly inform themselves regarding facilities for delivery of material and equipment, and the conditions of sites/locations for providing goods and services as required by this solicitation. No plea of ignorance by Respondent will be accepted as a basis for varying the requirements of the City or the compensation to Respondent. Refer to Attachment K – Site Visit Schedule.
 - a. Respondents are encouraged to visit each of the service locations to become familiar with the amount of labor, materials, and equipment that shall be required in the performance of work under this contract prior to placing a bid. Respondent shall carefully examine these specifications and, if necessary, secure from the City any additional information that may be a requisite to a clear and full understanding of the work.

4.7 SERVICE LOCATIONS:

1. The locations included on this service agreement, include the service locations as indicated below. Additional information on the equipment is listed in Attachment I – Equipment & Photos List.
 - A. Municipal Plaza Building**
114 W. Commerce St., San Antonio, Texas
 - B. Municipal Courts (Frank D. Wing) Building**
401 S. Frio St., San Antonio, Texas
 - C. Public Safety Headquarters (PSHQ)**
315 S Santa Rosa Ave., San Antonio, Texas
 - D. International Center**
203 S. Saint Mary's St., San Antonio, Texas
 - E. City Tower**
100 West Houston St., San Antonio, Texas

2. The City of San Antonio reserves the right to delete or add equipment or locations for cleaning services during this contract period. If a location is deleted from the Contract, the contractor shall reduce the contract corresponding location fee will be removed from the Price Schedule. ~~by the full amount for the specific location.~~ If equipment is added to an existing location, or a new location is added to the contract, City shall pay contractor in accordance with the price(s) stated in Attachment B - Price Schedule Rev II dated November 04, 2019 for added equipment. The City will issue a change order to the Contract to implement the change.

4.8 CONTRACT COMPLETION DATE:

Cleaning Services shall be completed in accordance with the RFCSP's requirements.

4.9 CONTRACTOR GENERAL REQUIREMENTS – Contractor Shall:

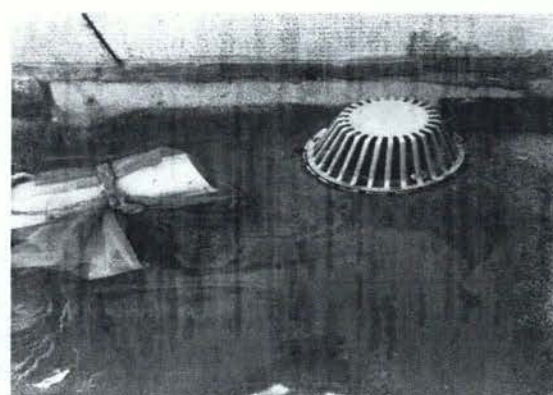
1. Adhere to the terms and conditions identified in this solicitation.
2. Provide a primary point-of-contact along with contact's e-mail, work phone, and cell phone.
3. Provide documentation that the contractor is certified to perform the requirements of this solicitation (See PROOF OF LICENSING AND CAPABILITY).
4. Perform and complete all work required. Contractor shall diligently perform the work to completion within the time set forth in the solicitation. The period of performance shall include, but is not limited to, mobilization, City recognized holidays, weekend days, normal inclement weather, and cleanup; therefore, claims for delay shall not be allowed.
5. Ensure contractor personnel are in compliance with the service requirements of this specification. Failure to comply with the City's service requirements may result in the cancellation of the contract or purchase order.
6. Contractor shall adhere to all applicable Federal, State, County, and City laws, local codes, and ordinances applicable to the performance of any work resulting from this solicitation. Ignorance on the part of the Contractor will in no way relieve the Contractor of responsibility.
7. Contractor shall perform all work safely and follow required safety standards including, but not limited to, OSHA, Federal, State, and City codes.
8. Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants of potential hazards.
9. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, and police support, as required for each job. Proposed traffic control methods must be submitted in advance to the CDDR for approval prior to the commencement of work. CDDR's approval shall not, however, relieve Contractor from responsibility with regard thereto.
10. Contractor shall deliver, store, and handle all materials in a manner that shall prevent damage to the equipment and/or related components.
11. It shall be the Contractor's responsibility for storage of any materials and the City will not be responsible for loss or damage to materials, tools, equipment, or work arising from acts of theft, vandalism, malicious mischief or other causes.
12. The Contractor shall thoroughly examine and become familiar with the City facility where services are to be performed, prior to commencing work, to ensure the service can be completed in an orderly and safe manner.
13. Contractor shall be responsible for obtaining all required permits applicable to performance of this solicitation Contractor shall include all such costs within its bid response, Attachment B – Price Schedule Rev II dated November 04, 2019, as an all-inclusive price. Contractor shall ensure any work that requires a separate license is performed under the applicable license as required under local or state law.
14. Contractor shall ensure all equipment and tools are well maintained, calibrated and in proper working order before use in the performance of service(s) on City property.
15. Protect furnishings and other items with tarps, plastic sheeting or other methods as required and prior to commencing work.
16. Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the work, Contractor shall remove from the premises all rubbish, tools, scaffolding, equipment, and materials that is not the property of City. Upon completing the work, Contractor shall leave the site in a clean and orderly condition satisfactory to City. Final cleanup is part of the work and Contractor is responsible for all refuse disposal containers and their removal from the site.

17. No debris shall be dumped and left in the building, on the roof or surrounding areas.
18. Contractor shall not use City waste disposal containers.
19. Contractor shall properly dispose of all debris, old materials, and trash resulting from the specified work in an approved landfill. Contractor shall be responsible for the disposal of all waste to include universal and hazardous materials resulting from the work. Handling and transporting of all waste materials shall be performed in accordance with safety and environmental regulations. Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.
20. Contractor shall confine its operations (including storage of materials) to areas authorized or approved by the City.
21. Contractor shall take all necessary precautions to ensure that no damage(s) shall occur to private or public property as a result of Contractor's operations. All damages shall be reported and repaired or replaced by the Contractor at no cost to City. Examples of damage for which contractor is responsible include, but is not limited to:
 - a. Overspray of cleaning materials or other materials affecting adjacent property.
 - b. Drainage from cleaning operations affecting building operations.
22. Contractor shall notify the CDDR once the work is complete and equipment is ready for its intended use.
23. Contractor shall not affect or impair building (worksite) plumbing systems or other building systems during the performance of the services required by this solicitation. Impact to the building systems shall be corrected by the Contractor at no cost to City.
 - a. Contractor shall not allow sludge, sediment, biological growth, or other material to affect the building systems.
 - b. Contractor shall collect sludge, sediment, biological growth, or other material within the drain water before entering the building systems (see figure 1).
 - c. Contractor shall install a screen or other methods as necessary to prevent sludge, sediment, biological growth, or other material within the drain water from entering any of the building systems (see figures 2 and 3).

Figure 1: Sludge from cleaning operations

Figure 2: Method of prevention

Figure 3: Screen



4.10 SERVICE REQUIREMENTS:

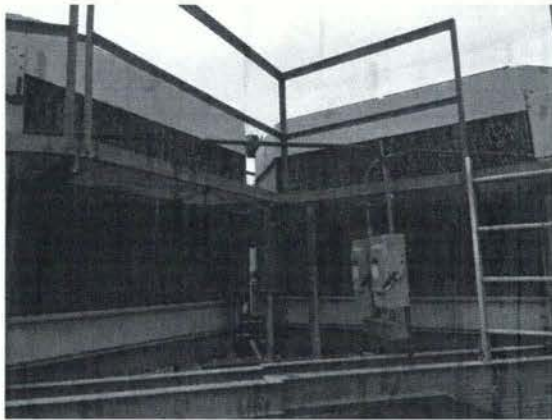
1. Services not required by the contractor:
 - a. Contractor shall not be required, as part of the services, to conduct a safety test, unless recommended as part of cleaning maintenance by the equipment's manufacturer, or to install new components or additional controls as recommended or directed by any insurance company, laboratory, governmental authority, or to make replacements mentioned herein with parts or devices of a different design for any reason.
 - b. Testing of equipment in new construction.
2. Services required. Contractor shall:
 - a. Provide cleaning services for all cooling towers referenced herein. All work shall meet manufacturers' and industry standards.
 - b. Ensure that cleaning services are done in such a way that safe operation of equipment is not affected.
 - c. Furnish qualified maintenance supervisors and technicians on the job site for performance of services. Contractor shall maintain an adequate number of trained personnel at all times specifically assigned to perform services required under this contract.
 - d. Manage technicians to ensure they are available to perform cleaning services. The vendor shall schedule cleaning services during the weekend. One location shall be scheduled per day.
 - e. The contractor is not required to remove existing sealant material and re-seal the seams; however, the contractor shall re-seal any seams that were damaged during the cleaning or missing after cleaning. Re-sealing seams shall be performed with cooling tower grade caulk.
 - f. Contractor shall participate in annual meetings and other meetings as requested by City.
 - g. Develop and provide a contract schedule.
 - h. Provide other documents as required by this solicitation.
3. Contractor shall provide a service plan before performing the cleaning services. Service plan shall provide a comprehensive plan for each location. The plan shall consist of, but shall not be limited to:
 - a. Cover page – Title (Cooling Tower Cleaning, for City of San Antonio, Location, Company and City Logos, Submittal Date, Submitted By, Name and Position, Phone Number, and Email.
 - b. Table of Contents
 - c. Include Page Number on all pages
 - d. Mobilization and Setup
 - i. Unload and stage
 - ii. Source of Water and Power, Protection of Building Systems, and Access to the Tower (Cleaning Route)
 - iii. Safety Topic for the Job
 1. Hazard Evaluation
 2. Lockout/Tagout
 - a. Cooling Tower Fan Motors
 - b. Circulation water pumps and valve isolation
 - c. Chemical treatment Equipment
 - d. Any other energy sources
 3. Personal Protective Equipment
 - a. Hardhat, Eye protection, Hearing protection, Gloves, Respirator, Suit, and Shoes
 4. Chemicals
 5. Confined Space Entry
 6. Safety Observation Checklist
 7. Safe Work Permit

8. Safety Tools
 - iv. Pretreatment Process – A pretreatment process is performed to remove biological contaminants prior to mechanical and chemical cleaning of the Equipment.
 - v. Tower Cleaning Process
 1. Document tower condition
 2. Method used to prevent sludge from affecting the cooling system and other building systems.
 3. Provide information on the cleaning process: sequence of cleaning, water pressure, type of nozzle, chemical cleaning and other information.
 4. Equipment components to be cleaned: Fan (deck ring, etc.), mechanical equipment (motor, gearbox, drive shaft, and mechanical support), structural components, drift eliminator, fill material, etc.
 5. Waste collection and disposal.
 6. Post Treatment
 7. Returning Equipment to operation
 8. Job Site Cleanup and Demobilization
 - vi. Name and Position of the Contractor Staff responsible for approving the service plan
 - vii. Attachments: Proposed forms for cleaning services shall consist of, but shall not be limited to:
 1. Job Procedures Checklist
 2. Safety Checklist
 3. Quality Checklist
4. The Contractor shall provide service reports. Contractor shall provide a comprehensive written and/or computerized service report based on each system after services are completed at each location. The reports shall consist of, but shall not be limited to:
- a. Cover page – Title (Cooling Tower Cleaning, for City of San Antonio, Location, Company and City Logos, Submittal Date, Submitted By, Name and Position, Phone Number, and Email.
 - b. Table of Contents
 - c. Include Page Number on all pages
 - d. Executive Summary
 - i. General information on the services that were performed and the services that were not performed.
 - ii. Start time and completion time
 - iii. Date service was performed.
 - iv. Adjustments and other recommendations
 - v. Test performed and results
 - e. General Equipment Information
 - i. Equipment Manufacturer
 - ii. Equipment Model
 - iii. Type of Tower
 - iv. Hot and Cold Water Basins Information (Nominal Size, distribution information, etc.)
 - v. Type of fill and general information of the fill material (height, width, and depth)
 - vi. Fan information (diameter, number of blades, manufacturer, model, serial number, etc.)

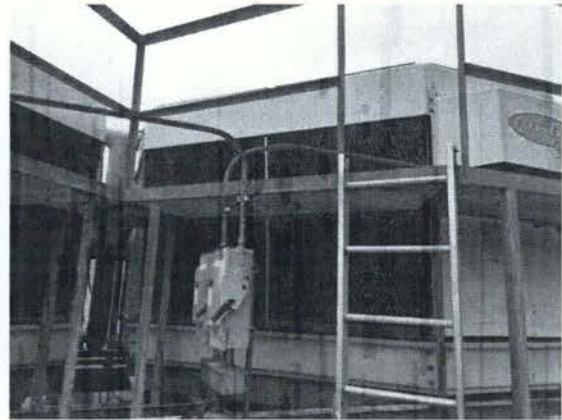
- vii. Gear model
- viii. Motor Information (HP, RPM, Manufacturer, Model, Serial Number, etc.)
- ix. Distribution Valve Information
- x. Structural Information
- xi. Nozzle Information (size, configuration, etc.)
- xii. Stairways Information, if applicable
- xiii. Ladder Information, if applicable
- f. General Overview
- g. Information by Component:
 - i. Condition, accumulated wear, before and after cleaning observations, before and after photos, ratings: (acceptable (green), requires attention (yellow), immediate attention required (red)), operating condition, manufacturers' requirements, Industry standards, services performed, environmental conditions, pressure nozzle used, chemical(s) used, etc. for each of the following components:
 - 1. Fill Media
 - 2. Hot & Cold Water Basin
 - 3. Plenum
 - 4. Drift Eliminator
 - 5. Distribution
 - 6. Louvers
 - 7. Mechanical Equipment (motor, fans, gear box, shaft, belts, etc.)
 - 8. Fan Deck
 - 9. Joints, gasket(s), and strainers
 - ii. Chemical Usage:
 - 1. Provide amount of chemicals used during cleaning services by type
 - 2. Initial Level and Time
 - 3. Quantity Added
 - 4. Disinfection
 - a. Initial disinfectant level and time
 - b. Disinfectant quantity added and time
 - c. Additional disinfectant level readings and times as required by the scope of services
 - d. Final disinfectant level and time as required by the scope of services
 - iii. Waste collected and disposed:
 - 1. Total amount collected by type of waste (sludge, empty chemical containers, regulated waste, etc.)
 - 2. Final waste disposition
- h. Summary Findings, Recommendations, and Improvements:
 - i. Photos showing condition of equipment and equipment information to support findings
 - ii. If any non-contract equipment (e.g. pumps, piping, etc.) is found to be in need of other services for the proper operation of the cooling tower, Contractor shall include finding(s) in the report.

- iii. Provide deficiencies found and recommendations for other services, repairs and replacement. The report shall advise of potential problems and include suggested services for items that are in danger of imminent failure and an itemized cost estimate. The cost estimate shall not be construed as an authorization for additional work. Submit extra work proposals to the CDDR at time of findings.
- i. Attachments:
 - i. Additional photos with a description of the photo
 - ii. The report shall include checklists of items completed
 - iii. Cleaning Certification
 - iv. Safety Checklist
 - v. Hazard Evaluation
 - vi. The report shall be signed and dated by Contractor's technician or supervisor upon completion
 - vii. Photo Examples:

Before Cleaning



After Cleaning



- 5. All labor required to perform cleaning services shall be included in Attachment B, Price Schedule Rev II dated November 04, 2019, columns C and D, Spring Service – Fall Service.
 - a. Material to be provided by the contractor that shall be part of the cooling towers cleaning service shall include, but is not be limited to:
 - i. Testing equipment.
 - 1. pH meter
 - 2. Equipment to measure the disinfectant level of the fill water.
 - ii. Equipment used for cleaning the towers:
 - 1. Pressure washer with hose and nozzle.
 - 2. Cleaning tools.
 - iii. Chemicals required for cleaning the tower and booster chemical for after the tower has been cleaned; the chemicals shall consist of, but not be limited to, the following:
 - 1. Cleaning detergents
 - 2. Descaling materials
 - 3. Cleaning biological materials,
 - 4. pH adjustment materials,
 - 5. Disinfectant materials, etc.
 - iv. Safety equipment for all vendor personnel and for the protection of property. The vendor's personal protective equipment shall consist of, but is not limited to, the following:

1. Respirator (The respirator shall meet NIOSH and OSHA requirements),
 2. Safety goggles
 3. Waterproof clothing,
 4. Gloves,
 5. Material Safety Data,
 6. Rubber boots, etc.
- v. New Gasket for the disconnected pipes
 - vi. Cooling Tower Strainers shall be replaced ~~annually~~ as part of each ~~the Spring~~ service.
- b. Material not included in the scheduled maintenance:
- i. Replacement of Pumps
 - ii. Replacement of Controllers
 - iii. Replacement of Fans
 - iv. Replacement of Covers
 - v. Replacement of Motors, Bearings, and Shafts
 - vi. Replacement of Fill material and drift eliminators
 - vii. Replacement of Nozzle Grommets
 - viii. Replacement of Solenoid and motorized valves
 - ix. Replacement of Meters
 - x. Replacement of Compressor
 - xi. Replacement of Sensors
 - xii. Replacement of Gauges
 - xiii. Replacement of Flow Switches
 - xiv. Replacement of Switches
 - xv. Replacement of Packing Material
 - xvi. Replacement of Piping Supports
 - xvii. Replacement of Support Equipment
 - xviii. Replacement of Actuating Devices
 - xix. Replacement of Timers
 - xx. Replacement of Chemicals - other than included items in 4.10, 4.a. above
 - xxi. Replacement of broken and burnt electrical wiring and end terminals
 - xxii. Replacement of Fitting and Nozzles
 - xxiii. Replacement of Belts
 - xxiv. Replacement of Screws, bolts, washers, other securing parts
 - xxv. Lubricants, grease, and oils
 - xxvi. Replacement of Packing Material – of cooling tower pumps
 - xxvii. Replacement of Tubing, Pipe caps and pipes
 - xxviii. Replacement of Hoses
 - xxix. Industrial water chemical used for regular operations
- c. **Spring and Fall Cooling Tower Cleaning Services (Semi Annual): Spring Service shall be performed the second week in March. Fall Service shall be performed the last two weeks in October. Work shall be completed during the weekends.**

- i. Cooling Tower cleaning procedures shall include, but shall not be limited to:
 1. Current State of Texas and other agencies' requirements for usage of chemicals and materials, disposal of chemicals and materials, and discharging the water from the cooling tower shall be adhered to and up-to-date knowledge of said regulations shall be the responsibility of the Vendor. Vendor shall inform the CDDR if those regulations change.
 2. Provide safety plan.
 3. Check manufacturer recommendations for cleaning water pressures (information shall be included in service plan).
 4. **Check all draining systems before performing cleaning operations.**
 5. Calibrate equipment.
 6. Coordinate shut down and lockout/tagout procedures for the HVAC system with the facility representative before any work begins.
 7. Close building air intake vents within the vicinity of the cooling towers until the cleaning procedure is complete. Re-open after all procedures are complete.
 8. Isolate the cooling tower(s) from rest of the condenser water system where applicable. For locations with two or more cooling towers, isolate only the cooling tower that will be cleaned. Keep other towers in operations until it is time to clean the next cooling tower.
 - a. Turn off chemical feed and controller system to the selected cooling tower for cleaning, if applicable.
 9. Disinfect cooling tower before cleaning operations.
 - a. Chlorinate the cooling tower basin using system volume information to prepare the solution and add the mixture to several locations in the sump.
 - b. Test for Free Chlorine. Free Chlorine residual should be greater than or equal to the level required by other agencies to include CTI, OSHA, AWT, Manufacturer, etc.
 - c. Document all parameters readings, times, chemical(s) used, the amount of chemical(s) used, etc.
 10. Drain the system after set up of necessary equipment.
 - a. Shut down, drain, and flush the cooling tower with water.
 - b. Monitor all draining systems during cleaning operations.
 - c. Prevent clogging or malfunction of all draining systems during cleaning operations.
 11. Use various sized inflatable balls to plug intake pipe openings and equalizer valves to prevent debris from getting into the system during the cleaning process.
 12. Clean the cooling tower from the top down.
 - a. Use a pressure washer to clean out distribution holes and free any blockages. (Vendor shall provide pressure recommendations and type of degree nozzles that will be used for different tower components in the service plan.)
 - b. Clean the wet deck, remove all debris and dispose of properly.
 - c. Use an air powered foaming machine to spray a descaler on the hot deck to dissolve existing scale. When the chemical has been neutralized by the calcium scale (minimum of 30 minutes), wash tower with a pressure washer and send the rinse byproduct to a sanitary sewer. Note any missing or damaged nozzles on report.
 - d. Clean and sanitize the fan shroud and all working parts.
 - e. Clean the fill by spraying with water, using a pressure washer to remove most of the loose sediment. Use a descaler to dissolve remaining deposits.
 - f. Clean inside of the tower. Use a descaler to dissolve remaining deposits.

- g. Flush the sump from the outside in, washing all sediment to the center of the cooling tower. Use a screen over the drain to prevent large debris from clogging the drain. Use a wet/dry vacuum to remove all remaining debris from the sump.
 - h. Clean all system strainers and strainer housing. Replace the strainers annually during the Spring cleanout.
 - i. Use a low pressure water hose or brushes to clean the tower, floor, sump, fill, spray pans and nozzles and removable components such as access hatches, ball float, and other fittings until all surfaces are clean and free of loose materials.
 - j. Porous surfaces shall require cleaning and brushing.
 - k. Clean cracks and crevices where buildup is not reached by using chemicals or other method. Provide information to the CDDR.
 - l. Remove drift eliminators and clean thoroughly using a hose, steam, or chemical cleanser.
 - m. Check fan and air inlet screens and remove any dirt or debris.
 - n. Inspect the tower, the tower basin and holding tank for sediments and sludge, and any biological growth.
 - o. Inspect the hot decks.
13. Reassemble components.
 14. Fill the basin with water. When full, chlorinate again before putting the system back online.
 15. Adjust bleed, float, and valve for desired water level.
 16. Add chemical treatment, including,
 - a. Chemicals for pH adjustment.
 - b. Disinfectant – Disinfect cooling tower after cleaning operations.
 - c. Non-foaming chemicals, if needed.
 17. Perform On-site tests, including,
 - a. Monitor the water pH and maintain within a range of 7.5 to 8.0 or as recommended by the manufacturer. Monitor every fifteen (15) minutes for one (1) hour.
 - b. Monitor the Disinfectant free residual as recommended by the manufacturer or as required by other agencies to include CTI, OSHA, AWT, etc. Monitor every fifteen (15) minutes for one (1) hour.
 18. All components and systems of the equipment shall be visually inspected. All components shall be cleaned, sealed, and adjusted according to the manufacturers' specifications and industry standards.
 19. Check general operation of all related equipment.
 20. Connect the cooling tower(s) to the rest of the condenser water system.
 21. Turn back on chemical controller and re-initiate chemical feed.
 22. Coordinate removal of lockout/tag-out with the facility representative before putting the system back on line.
 23. Meet with the facility representative to ensure the representative's satisfaction with the finalized results. Supply a final report to include before and after pictures.
 24. Open any building air vents that were closed prior to the cleaning of the cooling tower(s).
 25. Document all cleaning procedures by date and time.
- ii. Additional Cleaning requirements for the **International Center** location cooling towers:
 1. Contractor shall clean the inlet-louvers using a two-step process. The first step requires Vendor to clean the inlet-louvers by removing the material(s); this can be accomplished by shaking it out or Vendor's preferred method. The second step requires Vendor to

clean the inlet-louvers by dipping and/or soaking inlet-louvers in a bath of chemical solutions to adequately remove secondary materials such as scaling, algae, etc. (All cleaning equipment and chemicals are the responsibility of the Vendor).



- iii. City understands that some cooling tower systems cannot be cleaned due to the condition of the tower. Contractor will notify CDDR if such situation arises.
 - iv. Contractor agrees to exercise reasonable precautions during the cleaning service and shall report any problems to the City immediately.
 - v. City agrees to provide to Contractor all Lock Out/Tag Out requirements for the units as well as all shut down and start-up procedures.
6. Equipment failure - should units fail under normal operating conditions and it is determined by the CDDR that the failure was due to Contractor's negligence to perform the required services; the Contractor shall service and if necessary, replace the failed parts and components, as required, at Contractor's expense.
7. Equipment changes - In the event a control system is altered, modified, changed, or if any equipment is in need of replacement, the Contractor shall provide a written explanation and estimate to the designated CDDR for approval prior any recommended work. ~~to performing the recommended work.~~ No The work will be authorized ~~when unless~~ Contractor receives a purchase order.
8. Status Of Equipment Notification Requirements:
 - a. Contractor shall notify the facility CDDR of any condition that impairs the continued safe use of the equipment covered under the scope of this contract, including, but not limited to: conditions which may cause injury; conditions which may cause damage to equipment; conditions which may be hazardous; and other abnormal conditions per manufacturer's and/or industry standards. The Contractor shall notify the CDDR within thirty (30) minutes of placing any equipment out of service.
 - b. Removal of unit from service: Removal of Equipment from service shall be coordinated with and approved by the City prior to removal. Vendor shall provide notification no less than thirty (30) minutes prior to removing equipment from service.
9. Annual Meeting (Held in May every year) - Contractor shall meet with the City. The scope of this meeting shall include, but shall not be limited to:
 - i. A review of the previous services and call backs;
 - ii. A review of cleaning services;
 - iii. A review of any reported complaints; and
 - iv. A review of service reports
 - v. A review of previous and new service plans.
10. Removal of Parts: No parts or components required for the operation of the equipment may be removed from the site without written approval from City.
11. Spills and other failures:
 - a. The contractor shall be responsible for all clean-up costs and repairs due to any failure of Contractor's products, equipment, or services.
 - b. The contractor shall collect and dispose of any and all spilled materials at Contractor's expense.

4.11 GENERAL WORK REQUIREMENTS:

1. Contractor shall furnish all labor, equipment, materials, and supplies required to comply with the solicitation.
2. Contractor shall perform all work in strict compliance with the requirements of the manufacturer's recommendations, and abide by all applicable federal, state, and local laws and regulations.
3. Contractor shall lay out the work using industry standard practices prior to starting any activities.
4. Time shall be based on actual time spent on the job site. Mileage and travel time to and from job site shall not be reimbursable under this contract. Contractor shall only invoice the City in accordance with Attachment B, Price Schedule Rev II dated November 04, 2019.
5. The City reserves the right to solicit bids from other companies on other service work that is not specifically included in the scope of this contract.
6. Before ordering any materials or performing any work, the Contractor shall verify all requirements and shall be responsible for correctness of the same.
7. Parts, components, and workmanship quality shall be as recommended by the manufacturer of the equipment, professional trade standards, and applicable codes and standards.
8. Contractor shall furnish manufacturer's recommended materials, data, manuals, etc., for the cleaning services to the City's Designated Departmental Representatives (CDDR). See 4.12 Submittals.
9. Contractor shall be responsible for the conduct and performance of the Contractor's employees to include subcontractors. Contractor staff shall meet and follow all City security protocols and other standards.
10. City will provide necessary and reasonable means of access to the equipment being serviced.
11. The Contractor shall furnish a detailed estimate of downtime for all services. Extended periods of equipment shutdown at any facility shall be coordinated through CDDR.
12. Contractor shall provide a digital picture for any failed part(s) and component(s)
13. Prices for all services shall reflect all associated costs including materials and labor hours in accordance with Attachment B, Price Schedule Rev II dated November 04, 2019.
14. Contractor's forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation, in whole or in part, at City's discretion.
15. The work in this solicitation shall be performed while the facilities are occupied or unoccupied; therefore, the Contractor shall provide the services in a manner which does not impact or interfere with occupants daily responsibilities.

4.12 SUBMITTALS:

1. Documentation required by Section 4.2 – Proof of Licensing and Capability, pertaining to manufacturers' certifications and other letters validating Contractor's and its technicians qualifications. The documentation shall be submitted with the proposal response in accordance with Section 4.2 and as requested by CDDR.
2. Product and Material Data: Within ten (10) calendar days after notice to proceed, Contractor shall submit product and material data for each type of product indicated or anticipated to be used under this solicitation to the CDDR. The product data shall include a manufacturer's printed statement of Volatile Organic Compounds content. Contractor shall provide samples for verification, if required by City, within ten (10) calendar days after notice to proceed or issuance of City Purchase Order.
3. Within fifteen (15) calendar days after contract award, Contractor shall provide an annual contract/project schedule and service plan(s) for the period from the contract start date through September 30th to CDDR for approval and coordination with the Facilities representative or designee. The contractor shall provide a new schedule and plan prior to October 1st for the next fiscal year, which begins October 1 and ends September 30. Contractor shall continue to provide schedules and plans annually for the same period thereafter throughout the term of the contract and any subsequent renewal periods.
4. In addition to the Invoicing and Payment terms in Section 006 - General Terms and Conditions and Attachment L – Working with COSA – Keys to faster payments, all invoices shall be submitted in duplicate- one copy to CDDR, and original invoices to Accounts Payable.
 - a. Invoice(s) shall be legible and include the following (minimum requirements):
 - i. Purchase Order number.

- ii. Unit prices for each item billed along with totals, no lump sum.
 - iii. Quantity of items being billed
- b. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any).
- c. Payment by the City is deemed to be made on the mailing date of the check.
- d. If applicable, the following documentation shall be attached to each invoice to validate charges:
 - i. Proof of City Permit Fees Paid
 - ii. Proof of final inspection.
- 5. If corrections to an invoice are required to meet City's standards, the contractor shall make corrections within two (2) calendar days after e-mail notification.
- 6. The Contractor shall provide warranty documents to the CDDR within five (5) calendar days after completion of the work, if applicable.
- 7. Contractor shall provide a computerized service plan for each cooling tower before performing the services (see Service Requirements 4.10.3). Plan(s) shall be submitted to the CDDR within fifteen (15) calendar days after award. Payment for services rendered may be withheld if the reports are not submitted as specified.
- 8. If available, Contractor shall include manufacturer's cleaning procedures with service plan.
- 9. Contractor shall provide installation procedures to CDDR within five (5) calendar days after notice to proceed or issuance of City Purchase Order, if required.
- 10. Contractor shall provide written safety and spill plans within fifteen (15) calendar days after award for the fiscal year. The Contractor shall provide to CDDR, updated safety and spill plans by September 1st for the next fiscal year, which period begins October 1 and ends September 30. Contractor shall continue to provide safety plan annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 11. The Contractor shall provide a written Quality Control Program within fifteen (15) calendar days after award for the fiscal year. The Contractor shall provide an updated Quality Control Plan by September 1st for the next fiscal year to CDDR, which period begins October 1 and ends September 30. Contractor shall continue to provide safety plan annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 12. Digital photos of failed parts within twenty four (24) hours of the service to the CDDR or as required by the specification/scope of work.
- 13. The Contractor shall provide notification of deficiency and/or impairment of equipment in writing within twenty four (24) hours of the service to the CDDR.
- 14. Contractor shall provide a list of key staff and point of contact information within fifteen (15) calendar days after award to include the required certifications and licenses for key staff to the CDDR. The contractor shall provide list of key staff by October 1st for the next fiscal year, which period begins October 1 and ends September 30. Contractor shall continue to provide a list of key staff annually for the same period thereafter throughout the term of this contract and any renewal periods.
 - a. Contractor shall update the CDDR within five (5) calendar days of any revisions to the key staff and provide the required certifications and licenses for any new key staff.
- 15. Test reports shall be provided with the service report to the CDDR.
- 16. Inspection reports shall be provided with the service report to the CDDR.
- 17. The Contractor shall provide a written and/or computerized service report for each tower after performing the services (see Service Requirements 4.10, 3.). The reports shall be submitted to the CDDR within seven (7) calendar days after completion of the work. Payment may be withheld on any location if the report is not submitted as specified.

4.13 WORK HOURS:

1. Normal Working Hours: Normal working hours are defined as Monday – Friday, 8:00 AM to 5:00 PM, exclusive of City recognized Holidays.
2. Overtime Work Hours: Monday through Friday 5:01 p.m. to 7:59 a.m., all day on weekends and on City recognized holidays.
3. All work shall be coordinated with the respective CDDR or designee to ensure building access and the least amount of disruption to the building occupants at all locations.

4. All scheduled work required by this solicitation shall be scheduled during the weekends.
5. Municipal Plaza Building: No work will be performed during City Council meetings. These meetings are typically held on Wednesdays and Thursdays, in the council chambers and B and C meeting rooms. Therefore, the Contractor cannot perform work in this facility during these days, unless is approved by CDDR. Any work that will cause a disruption in service shall be performed on weekends.

4.14 BUILDING RESTRICTIONS:

1. ACCESS: The contractor shall make prior arrangements with the CDDR for access to the building(s) to perform the services and obtain temporary access badges, if necessary.
2. IDENTIFICATION. Contractor's and/or subcontractors' personnel shall present a professional appearance and be readily identifiable to City staff when called out, to perform work under this contract. Contractor shall have the following:
 - a. Vehicle(s) with Contractor's Logo
 - b. Contractor Uniforms or Company Logo Apparel. Contractor shall ensure it's personnel shall present a neat appearance and be easily recognizable as a contractor employee. This shall be accomplished by wearing distinctive clothing bearing the name of the company. Contractor's uniforms shall be clean, unstained, well-fitting, and in good order. Shoes shall be sturdy construction and shall cover the foot to meet any required sanitation and safety requirements. Open-toed shoes, sneakers, sandals, and heels higher than two inches shall not be worn.
 - c. ID Badges. Contractor shall ensure it's employees and subcontractors performing work under this contract shall wear ID Badges at all times while performing work under this contract. Badge content must be approved by City. At a minimum, badges shall contain name of Contractor, the technician and name of contractor performing the work (if different from the uniform).
3. PARKING: The contractor shall make arrangements with the CDDR prior to off-loading tools and equipment at the job site. The contractor shall park only in spaces assigned by the CDDR.
4. Contractor shall park only in designated parking spaces when performing services at any location. The Contractor shall park vehicle and equipment legally and pay all associated costs for parking if applicable. The City will not be responsible for any violations, fines, or tickets incurred by the Contractor.
5. RESTROOMS: Restrooms shall not be used for washing of tools and equipment.
6. SECURITY: The contractor shall provide a list of all contractor personnel or subcontractors at each job site and comply with all security measures required by the City. The Contractor personnel shall follow all required security standards and procedures to gain access to the facilities.
7. **Criminal Background Checks:**
 - a. Contractor is responsible for ensuring that each person performing services under this contract has successfully undergone a statewide background check for criminal conviction(s), evaluated in accordance with EEOC guidelines. Persons assigned to work under this contract must not have had any criminal convictions within the past 3 years for either a felony or a crime of moral turpitude.
 - b. Contractor shall remove an employee from service under this contract should Contractor become aware that the employee has been convicted of a crime as described above.
 - c. Contractor is responsible for any costs incurred in conducting criminal background checks, which shall be performed prior to the individual performing services hereunder.
 - d. In order to conduct periodic contract compliance reviews, and to the extent permitted by law, City may request or review background check results at any time. Contractor shall provide copies of the requested information, or access thereto in San Antonio, Texas, and shall obtain authorization for the disclosure from the employee at time of hire, to the extent required. Contractor shall retain all criminal background checks for the retention period stated in section 006-General Terms and Conditions, and make them available in accordance therewith.
 - e. Contractor will be providing services under this contract for facilities with access to Criminal Justice Information Services (CJIS). Persons with any of the criminal histories shown below are not allowed unescorted access to CJIS Facilities. Since City staff have their own responsibilities, Contractor's employees providing services to CJIS facilities must pass this criminal background check to provide services in these locations.
 - i. Felony conviction – permanent disqualifier

- ii. Felony deferred adjudication – permanent disqualifier
- iii. Class A misdemeanor conviction – permanent disqualifier
- iv. Class A misdemeanor deferred adjudication – permanent disqualifier
- v. Class B misdemeanor conviction – disqualifier for ten (10) years
- vi. Class B misdemeanor deferred adjudication – disqualifier for ten (10) year
- vii. Open arrest for any criminal offense (felony or misdemeanor) – disqualifier until disposition
- viii. Family violence conviction – permanent disqualifier
- ix. CJIS Facilities within this contract are: Emergency Dispatch Center (PSAP), Emergency Operations Center (EOC), Frank Wing Building (Municipal Courts), Municipal Plaza Building, Municipal Record Storage Facility, Plaza De Armas Building, Public Safety Tech. Center (ITSD/Central Patrol), Police Training Academy, Public Safety Headquarters (PSHQ), and SAPD Property & Evidence Facility.
- x. Security Addendum for Criminal Justice Information Services (CJIS). Contractor will be required to provide services to City departments that perform criminal justice services. Criminal Justice Agencies, such as the San Antonio Police Department, are required to comply with the security requirements managed by the Federal Bureau of Investigations (FBI) and state agencies, such as the Texas Department of Public Safety. The Federal Criminal Justice Information Services Security Policy applies to every individual, Contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Agency shall comply with the Policy and shall execute the CJIS Security Addendum attached to this agreement. Contractor's employees or agents who are subject to the Policy will be required to sign a Contractor Employee Certification and be finger printed. All costs associated with compliance of the CJIS Policy shall be borne by the Contractor. Contractor shall comply with any changes made to the security requirements by law. Refer to Attachment L – CJIS Addendum.

4.15 WARRANTY:

1. Contractor shall warrant that work performed conforms to the solicitation requirements and is free of any defect in Equipment, material, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier.
2. PERFORMANCE WARRANTY: Work performed under the solicitation shall meet all applicable standards and codes. Contractor shall guarantee all work against any defects in workmanship, and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent.
3. MATERIAL WARRANTY: Materials provided shall be in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE. Materials shall be warranted against material defects and defects in workmanship and shall cover 100 percent parts, labor and shipping. The warranty period shall commence upon date of acceptance by the City. Contractor shall be ultimately responsible for the warranty. Contractor shall provide the Facilities Management or designee with all manufacturers' documents.
4. All work performed by Contractor under the terms of this contract shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Director. City shall have the right to terminate this Contract, in accordance with Section 006 – Termination. However, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

4.16 UNSATISFACTORY PERFORMANCE:

1. Unsatisfactory performance may result in a negative Contractor performance report. City may consider the following performance by Contractor as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:
2. "Call Back" to correct the previous services.
3. Contractor personnel assigned does not have the skill or knowledge to perform the required services.
4. Contractor does not provide submittals as required by the solicitation.
5. Contractor does not complete the work as required by the solicitation.

6. Contractor does not provide invoice as required by the solicitation.
7. Contractor does not meet the project schedule as required by the solicitation.
8. Contractor does not meet performance requirements as required by the solicitation.
9. Contractor does not meet the Contractor and City Department meeting requirements as required by the solicitation.
10. Contractor does not meet documentation requirements as required by the solicitation.
11. Workmanship and cleaning services provided by Contractor shall be those as recommended by the manufacturer of the equipment, and professional trade standards. Failure of Contractor to produce quality service under the terms established in this specification/scope of services may result in the termination of the contract by City.
12. Contractor does not have an effective and efficient Quality Control Program as required by the solicitation.

4.17 DELIVERY, STORAGE AND HANDLING REQUIREMENTS:

1. Materials shall be delivered to the job site by the contractor and the quantity shall be sufficient to provide services.
2. Materials shall be protected from the environment.
3. Due to the cooling tower locations, the contractor shall not store materials, parts and/or components without written authorization from CDDR.
4. Contractor shall not allow chemicals and/or materials to be shipped directly to any City facility for storage. All materials, products and chemicals shall be received by the contractor at its designated location by its own staff. City staff will not accept or transport any materials, products or chemicals on behalf of Contractor.

4.18 QUALITY CONTROL PROGRAM:

1. Only trained and certified Contractor technicians shall be used to provide the cleaning services. Helpers can be utilized only under the direct supervision of the certified contractor technicians.
2. Only products shipped directly from manufacturer or an approved distributor shall be used for this contract.
3. The Contractor shall ensure that quality standards are followed during and after all services.
4. All services shall meet state and local codes and manufactures standards.
5. The contractor is responsible for performing quality service and quality control procedures.
6. The contractor shall provide a report that shows all quality requirements were met.
7. The program shall meet ISO 9001 and/or similar standards.

4.19 CALL BACKS AND RESPONSE TIME:

Call backs are returns for inspections or service for an incident that City previously requested, and for which Contractor previously reported having completed the services. Call-back service is included at no additional cost to City. Call back response time shall be within one hour from the City's notification.

4.20 SPECIAL CONDITIONS:

1. Contractor will not be responsible for the installation of additional equipment that may be required or recommended by insurance companies, governmental agencies, or others.
2. If at any time, after the date of the bid, Contractor reduces the comparable price of any article or service covered by this bid to customers other than City, the price to City for articles or services shall be reduced proportionately. Such reductions shall be effective at the same time and in the same manner as the reduction in price to customers other than the City. In addition to invoicing at the reduced prices, Contractor shall furnish promptly to City complete information as to such reductions.
3. Price Escalation.
 - a. There shall be no escalation of price for maintenance or hourly rates for service calls during the first two years of the contract. Beginning with the third year from the effective date of the Contract, pricing for maintenance and hourly rates for service calls may be modified annually in accordance with the CPI Index as stated below.
 - b. Consumer Price Index (CPI).

- i. Price Adjustments. The prices shown on the Price Schedule for maintenance and hourly rates for service calls may be increased or decreased as follows, using the Consumer Price Index published by the Bureau of Labor Statistics ("BLS") of the United States Department of Labor.
- ii. The Base Price that is subject to price adjustment is the price for maintenance and hourly rates for service calls shown on the Price Schedule submitted by Vendor with its original bid.
- iii. Index. The Consumer Price Index ("CPI") series that will be used to escalate the base payment is the Consumer Price Index for Urban Wage Earners and Clerical Workers (Current Series); Series ID: CWUR0300SA0; Series Title: All items South urban, urban wage earners and clerical workers, not seasonally adjusted; Area: South; Item: All items; Base Period: 1982-84=100.
- iv. Base Period for Price Adjustment. The reference period from which changes in the CPI shall be measured is the effective date of the month and year in which this contract is awarded.
- v. Date for Price Adjustment. Prices may be adjusted annually (the "Price Adjustment Date") beginning on the third anniversary of the effective date of the contract..
- vi. Method of Calculation for Price Adjustment. To calculate the price adjustment, the following formula shall be used.
- vii. Divide the current index value (the value as of the Price Adjustment Date) by the index value for the Base Period. The resulting number is the percentage change in the index value between the current period and the Base Period (the "percentage change in index value").
- viii. Multiply the base price by the percentage change in index value. The sum equals the adjusted price.
- ix. Example: (The numbers shown below are for illustration purposes only.)

Current index value at time of calculation	115.5
Divided by index for base period	110.0
Equals percentage change in index value	1.050
Base price	\$1,000.00
Multiplied by the percentage change in index value	1.050
Equals adjusted price	\$1,050.00

- x. The same procedure shall be followed for each price adjustment authorized herein, using the current CPI for the new Price Adjustment Date and the CPI for the Base Period.
 - xi. Version of Data for Price Adjustment. Calculations of price adjustments shall use the latest version of the CPI data published as of the Price Adjustment Date, without regard to later revisions.
 - xii. If the CPI index referred to above is discontinued, the Parties shall use the most nearly comparable statistics published by the BLS, or, if the BLS ceases to publish such statistics, those published by a recognized financial authority, as determined solely by City.
 - xiii. Limitation of Price Adjustment. In no event shall the aggregate of all price adjustments authorized herein for any given Line Item exceed 6% of the original base price for that Line Item. If the calculation results in an increased price that would exceed this limitation, the price adjustment shall be limited to a maximum price adjustment of 6% of the original base price.
 - xiv. Written Requests for Price Adjustments. Price adjustments are not automatic. Vendor must submit a written request for a price adjustment to the Finance Department. Requests must be received by the Finance Department at least 60 days prior to the date the price adjustment is to take effect. If City does not wish to accept the price adjustment, City may terminate the contract for convenience.
 - xv. City may initiate a price adjustment in the event of falling prices. City shall notify Vendor at least 60 days prior to the date the price adjustment is to take effect.
4. City reserves the right to make, or cause to be made, inspections and tests whenever it deems advisable or necessary to ascertain that the requirements of this specification/scope of services are being fulfilled. The Contractor agrees to furnish personnel to accompany City and/or its representatives during such inspections at no cost to the City. Deficiencies noted shall be submitted in writing to the Contractor. The Contractor shall, promptly (within ten (10) calendar days, unless otherwise agreed), correct deficiencies covered under the terms of this specification/scope of services at Contractor's expense.

5. Contractor shall pay for all state and/or local inspection fees with regard to operation of equipment covered by this specification/scope of services.
6. The City may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from the City. Contractor agrees:
 - a. To treat, and to obligate Contractor's employees, subcontractors and suppliers to treat as confidential all such information whether or not identified by the City as confidential.
 - b. Not to disclose any such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of the City to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining the City's written approval, except to the extent necessary in connection with performing Services or when required by law.
7. Contractor shall not, in the course of performance of this specification/scope of services, or thereafter, use or permit the use of the City name or the name of any affiliate of the City, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of the City, as applicable.
8. Contractor shall complete any cleaning services prior to the end of the contract period. In the event this is not accomplished prior to completion of contract, the City reserves the right to procure the service elsewhere and charge Contractor for the difference in cost of such services. Contractor shall pay the said sum within twenty (20) calendar days of receipt of the City's notice.
9. The scope of this contract does not include electrical work; however, Contractor is responsible for electrical work that results from Contractor's negligence. Electrical Component, Devices, and Accessories: All component, devices, and accessories shall be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction and marked for intended use. All electrical work shall be performed by an electrician registered/licensed in the State of Texas.
10. The scope of this contract does not include plumbing work; however, Contractor is responsible for plumbing work that results from Contractor's negligence. Plumbing Component, Devices, and Accessories: All component, devices, and accessories shall be listed and labeled as defined in International Plumbing Code. All plumbing work shall be performed by plumber registered/licensed in the State of Texas.
11. Any changes or cleaning services shall not affect the requirement of NFPA 214 as applicable.
12. The Contractor shall solve problems as it relates to the services provided. For example, Contractor is responsible for determining and carrying out:
 - a. The method to be used to collect the sediments and/or sludge resulting from the cleaning services to prevent damage to other building systems to include drain line.
 - b. The method to be used to drain the cooling tower so the cleaning services can be completed.
 - c. The method to be used to prevent cleaning chemical from affecting other buildings, equipment, etc.
 - d. The method to be used for monitoring and adjusting pH and disinfectant levels after cleaning services.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall terminate on DECEMBER 31, 2022.

Renewals:

At City's option, this Contract may be renewed under the same terms and conditions for two (2) additional one (1) year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Temporary Short Term Extensions:

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

Temporary Contract Pending Award of Contract by City Council:

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

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

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

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

Change Orders:

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

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

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

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

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

Insurance:

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability. e. Contractual Liability f. Independent Contractors g. Damage to property rented to you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage, must be on a per project aggregate.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Umbrella or Excess Liability Coverage	\$2,000,000 per occurrence combined Bodily Injury (including death) and Property Damage.

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

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

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

F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

J) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Bid Bonds:

Contractor must submit a bid bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of \$1,000.00. The Bid Bond shall be valid for 120 days following the deadline for submission of bids. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Bid Bond will be disqualified.

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

Payment Bond:

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract. Contractor is required to maintain the bond's value for the life of the contract, by supplementing the bond or providing a new one, as may be required, in the event of a draw. In addition, for any repairs exceeding the bond's value, Contractor must supply a supplemental Payment Bond, meeting the same requirements herein, to cover the incremental increase between this bond's value and the cost of the repair.

Performance Bond:

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United State Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas

Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

Workers' Compensation

Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Division's section of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

Incorporation of Attachments:

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

Attachment A – Part One – General Information

Attachment A – Part Two – Experience, Background, & Qualifications

Attachment A – Part Three – Proposed Plan

Attachment B – Price Schedule Reve II dated November 04, 2019

Attachment C – Contracts Disclosure Form

Attachment D – Litigation Disclosure Form

Attachment E – Small Business Economic Development Advocacy (SBEDA) Program Form(s)

Attachment F - SBEDA Utilization Plan Commitment Form

Attachment G – Veteran-Owned Small Business (VOSB) Preference Program Tracking Form

Attachment H – Certificate of Interested Parties (Form 1295)

Attachment I – Equipment List & Photos

Attachment J – City Holidays and Closures

Attachment K – Site Visit Schedule

Attachment L – Working with COSA – Keys to Faster Payments

Attachment M – Map to City Clerk

Attachment N – Field Safety Observation Form

Attachment O – Fieldwork Checklist

Attachment P – Proposal Checklist

Attachment Q – Small Business Economic Development Advocacy (SBEDA) Program

Attachment R – Pre-Submittal Conference Sign-in Sheet (November 8, 2019)

Attachment S – Criminal Justice Information Services (CJIS) Addendum

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services:

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

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

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

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

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

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

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

Invoicing and Payment:

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

Information Required On Invoice:

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City:

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

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

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

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

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

Change Orders: In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than \$25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

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

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

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

Termination:

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

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

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

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

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

INDEMNIFICATION:

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

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

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

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

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

Records Retention:

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

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

expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

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

S.B. 943 – Disclosure Requirements for Certain Government Contracts, for contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, Or (2) that result in the expenditure of at least \$1 million in public for the purchase of goods or services by the City in a given fiscal year. Vender acknowledges that the requirements of the Texas Public Information Act, Government Cods, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this bid and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting a bid, Bidder warrants and certifies, and a contract awarded pursuant to the RFCSP is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous bid or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the bid or terminate the Contract for material breach.

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

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

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

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

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

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

sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

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

Prohibition on Contracts with Companies Boycotting Israel:

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$1000, 000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited:

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

Attorney's Fees: The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Respondent Information: Please Print or Type

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

Signature of Person Authorized to Sign Proposal

008 - STANDARD DEFINITIONS

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

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

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

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

BESD – City's Building and Equipment Services Department.

Bid – a complete, signed response to a solicitation. The term "bid" is synonymous with the term "offer".

Bid Opening – a public meeting during which bid responses are disclosed.

Bidder – a person, firm or entity that submits a bid in response to a solicitation.

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

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

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

City Designated Departmental Representative (CDDR) – the facilities maintenance manager or coordinator for the respective City department.

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

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

CoSA – City of San Antonio.

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

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

Equipment – The cooling towers and support equipment referenced in this solicitation.

Holidays – holidays are defined as City recognized holidays as published on the City's web site at <http://www.sanantonio.gov/gpa/holidaysandclosures>

ID Badges – identification badges.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

ATTACHMENT A, PART ONE

GENERAL INFORMATION

1. **Respondent Information:** Provide the following information regarding the Respondent.

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

Respondent Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Website address: _____

Email address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

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

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

4. Is Respondent registered with the Texas Secretary of State?

Yes ___ No ___ If "Yes", provide the registered filing number associated with your registration. The filing number is the unique 10-digit number assigned by the Secretary of State (SOS) to each business organization, name, registration, or name reservation filed with the SOS.

5. Where is the Respondent's corporate headquarters located (City, State, and Physical Address)?

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

Yes ___ No ___ (Respond to (a), (b), (c) and (d) below)

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. **Previous Contracts:**

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

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

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

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

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

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

REFERENCES

Provide three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to, similar to those contained within the Scope of this RFCSP, within the past three (3) years. The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below for the references you have submitted.

Reference No. 1			
Firm/Company Name			
Contact Name:		Title:	
Address:			
City:	State:	Zip Code:	
Telephone No:		Fax No:	
Date and Description of Service(s) Provided:			
Email Address:			
Reference No. 2			
Firm/Company Name			
Contact Name:		Title:	
Address:			
City:	State:	Zip Code:	
Telephone No:		Fax No:	
Date and Description of Service(s) Provided:			
Email Address:			
Reference No. 3			
Firm/Company Name			
Contact Name:		Title:	
Address:			
City:	State:	Zip Code:	
Telephone No:		Fax No:	
Date and Description of Service(s) Provided:			
Email Address:			

ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed and provide summary of equipment that were maintained by the vendor.
2. For evaluation purposes, Contractor shall submit a list of service contracts within the last ten (10) years, and list any names under which the organization has performed business within the last five (5) years.
 - a. **The Contractor shall provide with bid response a list of at least three (3) references** for which equipment services of the same type and to the same degree was provided within the last three (3) years. References should include the company name, point of contact, phone number, description of services provided, date of service, and size of facility. Respondent shall submit, upon request of the City of San Antonio, for evaluation purposes, a resume of experience of the assigned foreman and service personnel. Contractor shall provide a list of other name(s) under which organization has done business within the last five (5) years.
3. Describe Respondent's specific experience with public entities, and large municipalities with contracts of similar scope. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past. Provide detailed information of joint venture's and/or sub-contractors responsibility within the contract.
6. Provide Respondent's technician's factory trained certifications for maintenance service(s) and other services as required by the specification/scope of services; or "alternative letter" in accordance with section 4.2.2.1.
7. Contractor's technicians shall have at least five (5) years of experience cleaning cooling tower(s) and associated Equipment. Contractor shall supply documentation to confirm this amount of actual experience in accordance with section 4.2.2.2.
8. Provide documentation that at least one technician meets the journeyman license requirement for the State of Texas.
9. Provide documentation certifying technicians are OSHA work environment certifications, and chemical usage safety training.
10. Fully describe Respondent's company and experience as it relates to the following:
 - a) History of company (to include number of years/months in business);
 - b) History of company operations and types of services performed over the past ten (10) years;
 - c) List any names under which the organization has performed business with the last five (5) years.
 - d) History of cooling tower(s) cleaning, inspections, scheduled maintenance and other services contracts, businesses/organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
11. Provide Respondent's Federal Insecticide, Fungicide, and Rodenticide ACT (FIFRA) and State of Texas certification.
12. Provide Respondent's technicians North American Technician Excellent, HVAC Excellence, National Occupational Competency Testing Institute, Refrigeration Service Engineers Society certification, State of Texas Certification and/or other organization certification.
13. Provide Respondent's technicians and helper's certification to work with chemicals used in this solicitation.
14. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
15. Provide Respondent's manufacturers equipment certification as an authorized service provider.

16. Additional Information: Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
17. Provide documentation and/or licenses that demonstrate plumbing and electrical staff are certified as journeyman by the State of Texas.
18. Provide Respondent's quality program standards along with Respondent's Proposed plan.
19. Provide Respondent's continuing education program.

ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

Cooling Tower Cleaning Plans – Prepare and submit narrative responses to address the following items.

1. **Ramp Up Plan (Mobilization Plan)** – Describe how Respondent will ramp up to meet RFCSP's cooling tower(s) cleaning services requirements and implement contract upon award. Provide information such as staffing, availability of equipment, chemicals, parts, and other services, and customer service. Provide an implementation timeline beginning upon notice of award for Respondent to be able to mobilize.
 - a. Describe the steps or actions the vendor will take to become familiar with the equipment, at the different locations.
 - b. Explain how Respondent is planning to develop the require plans.
 - c. Describe the steps or actions the vendor will take in preparation for the cleaning before arriving to the site, during the cleaning services, and completion of services.
2. **Staffing Plan (Who is going to be part of the Contract)** – Describe Respondent's Staffing Plan to provide the required services by the specification/scope of services for cooling towers listed in the solicitation.
 - a. For each person to be assigned to work under the contract, provide certifications, licenses, experience and education, proof of manufacturer training and areas of responsibility. Include the person(s) who will be assigned primary responsibility for administration of the resulting contract and for supervision of performance of work under the contract, if different. Provide 24/7 telephone numbers and e-mail addresses for this person(s).
 - b. Provide a reporting/workflow hierarchy reflecting Respondent's proposed team to perform under the contract. For each position reflected on the organizational chart, provide the following information for individual(s) assigned to each position.
 - 1) The Staffing and Organization Plan shall address these items:
 - a. The number of personnel that is proposed for this contract.
 - b. An explanation of Respondent's staff roles and responsibilities that will be assigned as part of this contract.
 - c. Describe Respondent's current capacity to serve the contractual duties of this contract and other contracts as well as the additional capacity that may be required as a result of this annual contract. If additional resources and staff are needed, describe in detail your plan for acquiring these resources.
 - 1) Describe Respondent's current equipment/materials and resources to perform scope of services.
 - 2) Quantify and/or list the available equipment/materials and resources to perform scope of services.
 - 3) Explain how the Respondent is planning to have sufficient resources (personnel, tools, equipment, chemicals and/or materials) so the resources are not a limiting factor in meeting multiple service calls.
 - 4) If additional resources are needed, describe in detail your plan for acquiring these resources.
 - 5) Explain how additional equipment/material and resources that are readily available to perform required services may be obtained.
 - d. Describe how the Respondent is planning to perform the cleaning services.
 - e. Explain how the Respondent is planning to meet technician certification requirements for all services.
 - f. Describe process for performing Background Checks on all employees and retention procedure for maintaining background checks.
 - g. Describe Respondent's plan for providing service during regular business-hours, after-hours, weekends and holidays as requested. Provide point of contact information.
 - h. Respondent's Contact Information: Regular Business-Hours and After-Hours, including weekends, and holidays:

Respondent's Contact Phone Numbers	Point of Contact:	Phone Number:
Regular Hours: Telephone Number:		
Regular Hours: Cell Phone Number:		
Regular Hours: Pager Phone Number:		
Regular Hours: General Manager Phone Number:		
After Hours: Telephone Number:		
After Hours: Cell Phone Number:		
After Hours: Pager Phone Number		
After Hours: General Manager Phone Number:		

i. Provide an example of your organization plan and the staff that will provide the different services under this contract.

- 1) Organizational charts
- 2) Technical level and certification for the staff in the organization charts.
- 3) Services to be provided by the staff in the organization chart.
- 4) Proposed team members and associated roles/responsibilities that will be assigned to the contract.

3. **Quality Control (QC) Program** – Describe Respondent's current QC Program to include procedures and personnel utilized for quality control, contract performance deficiencies and problem resolution, self-assessment, interaction with City Staff, and control of subcontractors' performance, if any. Explain how your current procedures meet the needs of your current customers.

- a. Explain how the Respondent is planning to address City Staff performance issues when City Staff has concerns regarding Contractor's employee performance.
- b. Explain Respondent's plan to use industry standards to meet quality requirements.
- c. Explain Respondent's plan to provide quality documentation that meets the specification/scope of services requirements.
- d. Explain Respondent's plan to provide accurate and timely invoices.
- e. Explain Respondent's plan to use service calls, equipment information and call backs to improve equipment usable life, energy and water conservations, efficiency, operation effectiveness, reliability; staffing; schedule maintenance plan, etc.
- f. Explain Respondent's plan to perform quality and safety inspections.
- g. Explain Respondent's plan to address erroneous troubleshooting and service recommendation.

4. **Customer Service Plan** – Describe Respondent's customer service plan and discuss lines of communication and interaction with City Staff and others.

Provide primary point of contact information for Awarded Contractor(s) Account Representative. Respondent shall submit, with its proposal submittal, the name, address, and phone number of the person(s) to be contacted for the coordination of service. Respondent shall submit preferred method(s) to receive service requests from City departments.

- a. Explain how the Respondent is planning to work with the City Staff to meet the scope of services requirements.
- b. Explain how the Respondent's different organizational levels are going to work with City Staff to meet the scope of services requirements.
- c. Explain how the Respondent is planning to provide submittals, invoices, and other documents.

Awarded Contractor(s) Account Representative:

Name:	
Title:	
Office Location:	
Mailing Address:	
Fax #	
Email:	
Office Phone:	Cell Phone:

Service Request Information:

Service request shall be placed via: (check all that apply) _____ Phone _____ Fax _____ Email

Contact Person:	
Phone:	
Fax #:	
Email:	

5. **Scheduled Cleaning Plan** - Describe Respondent's proposed plan to conduct operations, including specific tasks, staff assigned, and schedule of events.
 - a. Describe Respondent's plan to meet the required services of this RFCSP throughout the term of the contract as required by the specification/scope of services. Identify tasks and schedule. Provide written procedures of all tasks to be performed.
 - b. Respondent shall include a copies of the following:
 - 1)service log/report
 - 2)proposed cleaning schedule
 - 3)other pertinent documentation
6. **Safety and Spill Plan** – Describe how Respondent will implement a Safety and Spill Plan for the contract, including plan to address work hazard assessment and employee injuries and accidents.
7. **Training Plan** – Describe Respondent's training and instruction programs that Respondent will provide to its employees assigned to perform this contract to keep employees' skills current. Describe how continuing education/training will be provided especially as relevant to the various makers and models of equipment in the facilities inventory. What does training program consist of? List names of classes and frequency of training.
8. **Environmental Standards/Practices** – Describe how Respondent will utilize environmentally friendly (green) chemicals, products and practices. Provide a listing of environmentally friendly (green) chemicals and service products/options that will be suggested to City Staff for scheduled maintenance, other services and repair services.
9. **Tools, Chemicals, and Materials** – Describe Respondent's ability to obtain and maintain any necessary proprietary tools, chemicals and materials necessary to perform the cleaning and inspection requirements of the scope of services. Provide an inventory of short-term and long-term delivery items.
10. **Invoicing Plan** – Provide an example of an invoice, displaying the invoices information requirements per Section 004 – Specifications / Scope of Service – 4.12 – Submittals (5).

11. **Additional Information** – Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

ATTACHMENT B

PRICE SCHEDULE REV II DATED NOVEMBER 04, 2019

Posted as a separate document

ATTACHMENT C

CONTRACTS DISCLOSURE FORM

Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded at: <https://www.sanantonio.gov/Portals/0/Files/eforms/Atty/ContractsDisclosureForm.pdf>

Instructions for completing the Contracts Disclosure form are listed below: (Complete all fields. Note: All fields must be completed prior to submitting the form. Place filled form in bid package per check list.)

1. Download form and complete all fields. All fields must be completed electronically prior to submitting the form.
2. All respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. Names of the agency board members and executive committee members,
 - b. List of positions they hold as an individual or entity seeking action on any matter listed:
 - i. The identity of any individual who would be a party to the transaction;
 - ii. The identity of any entity that would be a party to the transaction and the name of:
 1. Any individual or entity that would be a subcontractor to the transaction;
 2. Any individual or entity that is known to be a partner or a parent entity that is anticipated to be involved in the execution of the transaction; and
 3. The board members, executive committee members, and officers of entities listed above; and
 - iii. The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
 - c. Names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: it is recommended not to use Chrome browser to access this form. If you have difficulty accessing please contact the Staff Contact Person identified on the Title page of this RFCSP

ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

ATTACHMENT E

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S)

AC for Cooling Tower Cleaning Services - BESD Exhibit 1

A. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development Department (EDD) website page and is also available in hard copy format upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

B. SBEDA Program Compliance – Affirmative Procurement Initiatives

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

Please note that failure to meet the subcontracting API requirements (when applicable) will deem the response non-responsive. To be SBEDA eligible a Prime or Subcontractor must be certified as a Small Business Enterprise (SBE) through the South Central Texas Regional Certification Agency AND must be headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area. The guidelines and steps to be certified by SCTRCA are available at: <https://sctrca.org/get-certified/>.

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

The **Subcontractor/Supplier Utilization Plan** which CONTRACTOR submitted to City with its response for this contract and that contains the names of the certified SBE, M/WBE and AABE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE, M/WBE and AABE Subcontractor, and documentation including a description of each SBE, M/WBE and AABE Subcontractor's scope of work and confirmation of each SBE, M/WBE and AABE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement.

In the absence of a waiver granted by the SBO, failure of a Prime CONTRACTOR to attain this SBE, M/WBE and AABE subcontracting goal as required in the solicitation shall render its response non-Responsive. Also, in the absence of a waiver granted by the SBO, failure of a Prime CONTRACTOR to attain a subcontracting goal for SBE, M/WBE and AABE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the City and shall be subject to any penalties and sanctions available under the terms of the SBEDA Ordinance, its contract with the City or by law.

C. Solicitation Response and Contract Requirements and Commitment

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

Waiver Request - A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Subcontracting Goal- Waiver Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Waiver request must fully document Subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which Subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.** More information on the good faith effort criteria is available within the Subcontracting Goal – Waiver Request Evaluation Criteria at <http://www.sanantonio.gov/SBO/Forms.aspx>.

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

D. SBEDA Program Compliance – General Provisions

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

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone Subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to proceed for this project until the CONTRACTOR for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. CITY recommends all Subcontractors to be registered in the CVR.

For more information please see link: <http://www.sanantonio.gov/SBO/Compliance>

E. Violations, Sanctions and Penalties

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

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

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

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector

subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

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

H. Definitions

Affirmative Procurement Initiatives (API) – Refers to various S/M/WBE Program tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE Program tools, see Section III.D of Attachment A to the SBEDA Ordinance). To be eligible for the benefits of race- and gender-conscious APIs as provided in the SBEDA Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the City's 2015 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its CVR system, and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected Availability for award dollar weights as found in the 2015 Disparity Study. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the degree of aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

Award – the final selection of a Respondent for a specified Prime Contract or subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are distinguished from contract payments, the first, only reflect the anticipated dollar amounts the second, reflect actual dollar amounts that are paid to a contractor under an awarded contract).

Best Value Contracting – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent's previous experience and quality of product or services procured, and other factors identified in the applicable statute.

Centralized Vendor Registration System (CVR) – a mandatory electronic system of hardware and software programs by which the City recommends all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. All businesses awarded a City contract shall be required to register in the CVR. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Certification – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these certification services to a regional Certification agency or other entity. For purposes of Certification, the City may accept any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in the Ordinance No. 2016-05-19-0367 Section III.E.6.

City – refers to the City of San Antonio, Texas.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed.

Control – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

Economic Inclusion – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

Emerging SBE (ESBE) – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

Emerging M/WBE – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

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

Formal Solicitation – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

Goal Setting Committee (GSC) – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department (if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at \$3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity.

The GSC establishes S/M/WBE Program Goals for the City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project-specific characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

Good Faith Efforts – documentation of the Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and CONTRACTORS that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.)

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

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

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

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

Joint Venture Incentives – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform on behalf of, the City. Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture. Incentives under this API may include Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services and Goods & Supplies contracts.

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

M/WBE Directory – a listing of M/WBEs that have been certified for participation in the City's M/WBE Program APIs.

M/WBE Subcontracting Program – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/WBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein:

- (1) There have been ongoing disparities in the utilization of available M/WBE Subcontractors; or

- (2) Race-Neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/WBEs in a particular Industry Category or industry segment (e.g., Construction contracts, Professional Services contracts, and Architectural and Engineering contracts), and subcontract opportunities are limited outside of City contracts.

When specified by the GSC, the M/WBE Subcontracting Program may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for M/WBE firms.

M/WBE Evaluation Preference – an API that the City may apply to requests for proposals or qualifications (RFPs or RFQs) on City Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest price are factored into the selection process. M/WBEs that submit responses for these kinds of solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses against those submitted by non-minority firms. Where specified in contract specifications as approved by the Goal Setting Committee, the M/WBE Evaluation Preference may be limited to Emerging M/WBE firms.

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

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

African-Americans: Persons with origins in any of the black racial groups of Africa.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

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

Payment – dollars actually paid to Prime Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts (e.g., up to 20 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City.

Race-Conscious – any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of “Race-Conscious”). To be eligible for the benefits of race- and gender-conscious APIs as provided in this Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Race-Neutral – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of “Race-Neutral”).

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the 2015 Disparity Study, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City.

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

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

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the City's 2015 Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

Segmented M/WBE Goals – the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for M/WBE Subcontracting Goals on an individual City contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. The application of Segmented M/WBE Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

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

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

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

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the City that is primarily responsible for general oversight and administration of the SBEDA Program.

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

Solicitation Incentives – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Construction, Architecture and Engineering services, Professional Services, Other Services, and Goods & Supplies contracts, including change orders and amendments.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to the City's issuance of a notice to proceed.

Suspension – the temporary stoppage of an SBE or M/WBE firm's beneficial participation in the City's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed

a certain dollar threshold as set forth in Section III.E.7, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.

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

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

ATTACHMENT F

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM UP COMMITMENT FORM

Posted as a separate document

ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM TRACKING FORM

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

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

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

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

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

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

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

Definitions.

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

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

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

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

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

INSTRUCTIONS

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

**City of San Antonio
Veteran-Owned Small Business Program Tracking Form**

SOLICITATION NAME/NUMBER: _____

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

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

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Title

Date

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

ATTACHMENT H

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

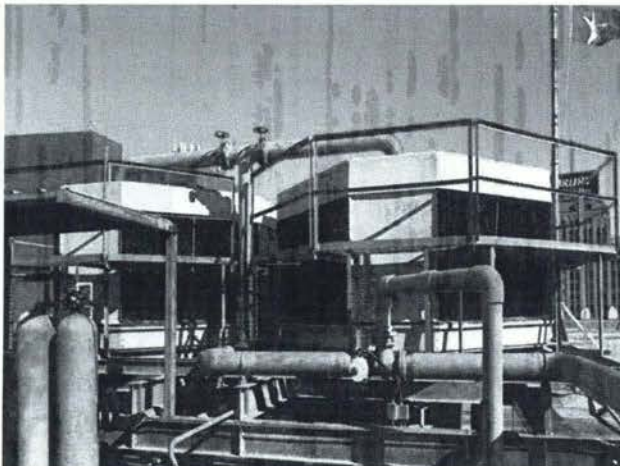
- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

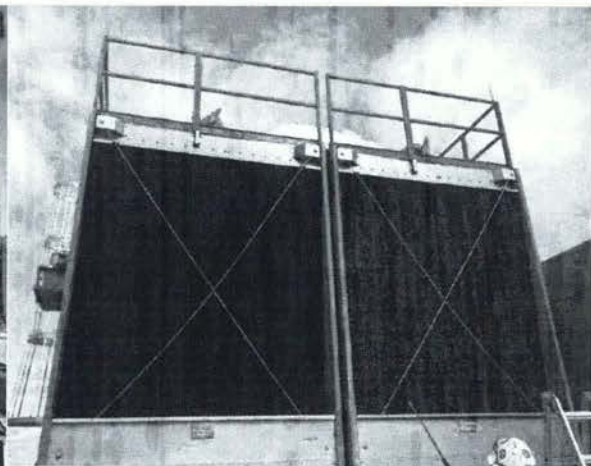
ATTACHMENT I
EQUIPMENT LIST & PHOTOS

ITEM #	Location & Address	Quantity of Towers	Equipment Description
1A	Municipal Plaza 114 W. Commerce St. San Antonio, TX 78205	2 each	Manufacturer: Marley SPX
			Model: Quadraflow 21202
			Tonnage: 212
1B	Municipal Courts - Frank D. Wing 401 S. Frio St. San Antonio, TX 78207	2 each	Manufacturer: Marley SPX
			Model AV600023
			Tonnage: 230
1C	Public Safety HQ 315 S. Santa Rosa St. San Antonio, TX 78207	2 each	Manufacturer: Marley SPX
			Model: NC8403BM
			Tonnage: 269
1D	International Building 203 S. St. Mary's Street San Antonio, TX 78207	2 each	Manufacturer: Baltimore Aircoil Company (BAC)
			Model: PT2-1009A
			Tonnage: 225
1E	City Tower 100 West Houston Street San Antonio, TX 78207	3 each	Manufacturer: Marley
			Model: NC7021SM
			Tonnage: 550

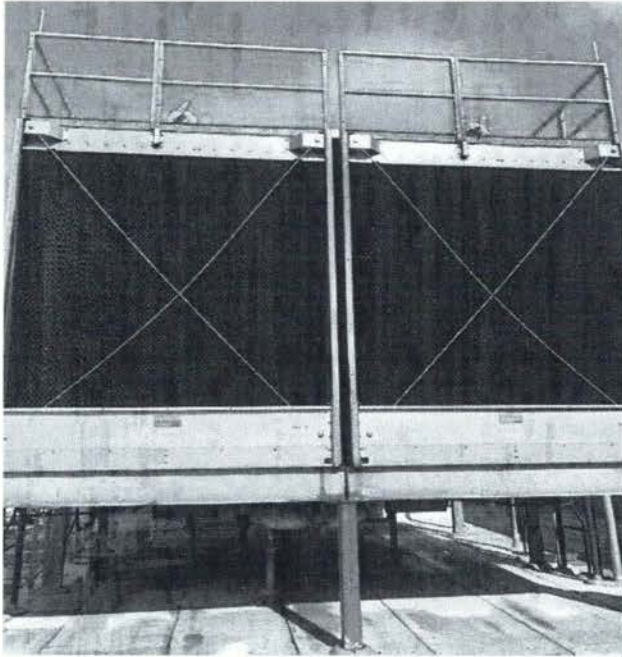
Municipal Plaza:



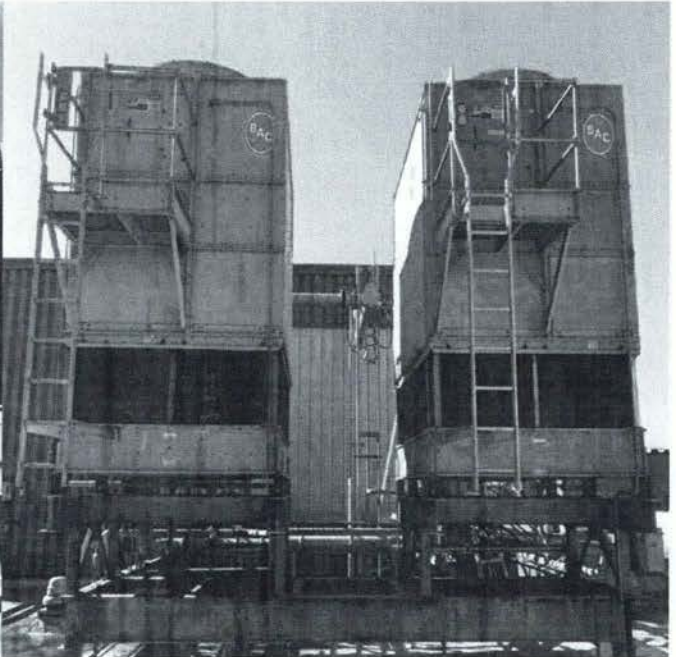
Municipal Courts:



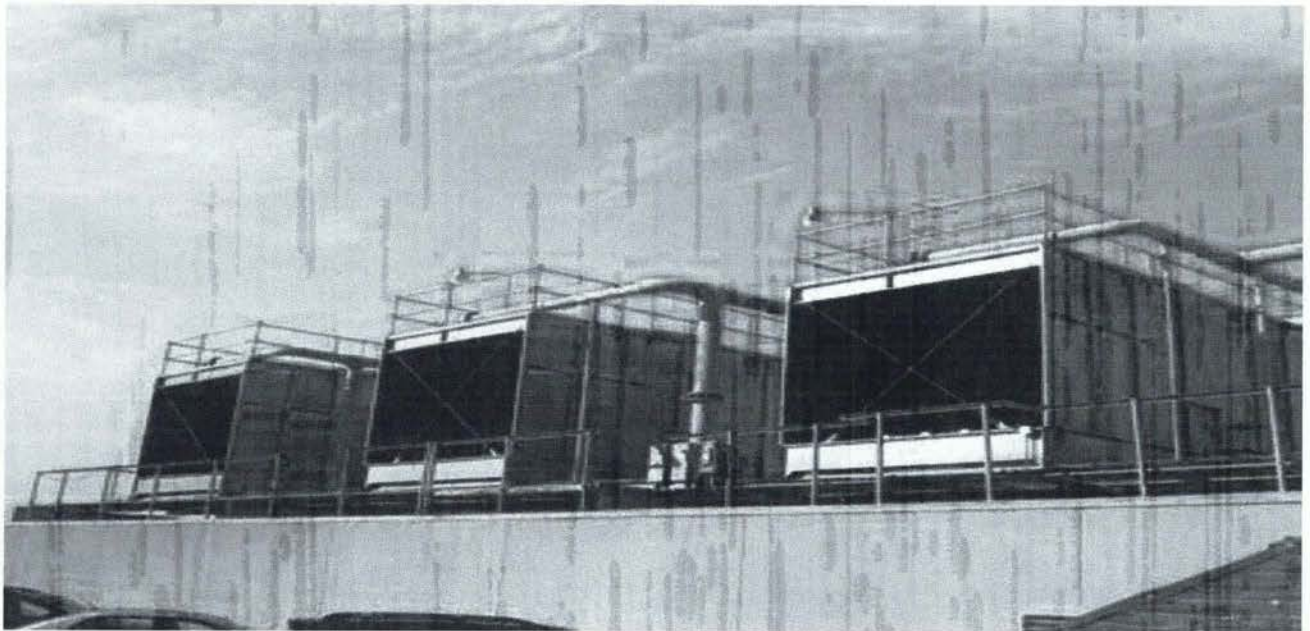
Public Safety HQ:



International Building:



City Tower:



ATTACHMENT J

CITY HOLIDAYS

For an updated list of City recognized holidays, please visit:

<http://www.sanantonio.gov/Commpa/holidaysandclosures>

ATTACHMENT K

SITE VISIT SCHEDULE

<p align="center">Site Visits will begin at 10:00 A.M., Central Time, following the Pre-Submittal Conference being held on November 8, 2019. Site visits are not mandatory but attendance is highly encouraged.</p>			
ITEM # (on Price Schedule)	Service Location & Address	Date	Time (All Times are Central Time)
1A	Municipal Plaza 114 W. Commerce St. San Antonio, TX 78205	November 8, 2019	10:00 A.M.
1B	Municipal Courts - Frank D. Wing 401 Frio St. San Antonio, TX 78207	November 8, 2019	12:00 P.M.
1C	Public Safety HQ (PSHQ) 315 S. Santa Rosa Ave. San Antonio, TX 78207	November 8, 2019	11:30 A.M.
1D	International Building 203 S. St. Mary's St. San Antonio, TX 78207	November 8, 2019	11:00 A.M.
1E	City Tower 100 West Houston St. San Antonio, TX 78207	November 8, 2019	10:30 A.M.

ATTACHMENT L

WORKING WITH COSA – KEYS TO FASTER PAYMENT



CITY OF SAN ANTONIO

Working with COSA ---- Keys to faster payments

Welcome to doing business with the City of San Antonio (COSA)! We appreciate our suppliers and vendors and offer the following guidelines to ensure we are in the best position to process your payments quickly and timely:

- ❖ COSA works on a Purchase Order (PO) system. It is the vendor's responsibility to obtain a valid Purchase Order from the ordering department each time an order is placed.
 - The PO number is required to be included on all invoices and should be included on shipping documents where possible.
 - City PO numbers begin with "45" or "80" and are 10 digits in length.
 - Invoices received without a valid PO number are subject to return for correct billing.
 - Payment date is determined from the later of: date of receipt of goods/service or the date of receipt of a valid invoice by the City plus the number of days/ payment terms agreed to in the contract.
 - PO's are issued for a specific quantity and/or dollar value. Vendors should fill orders up to that amount and have a method of tracking when the PO value has been met. When the PO is complete, the vendor should contact the ordering City Department for a new PO number before further goods or services are provided.
 - Please ensure your invoice billing is in the same quantity and net price values as the bid. The PO will be set up per the contract and the invoicing must match the detail on the PO.

- ❖ It is our policy to not make manual corrections to invoices. Most City contracts do not allow miscellaneous charges, delivery charges and other surcharges.
 - Credit memos will be accepted to offset pricing issues.
 - Other erroneous items included may result in rejection of the invoice and will require a new, correct invoice.

- ❖ Original invoices and monthly statements should be submitted directly to Accounts Payable: Please ensure you have rules in place in your system that will prevent unauthorized requests to change the billing address.

By Mail:

City of San Antonio
Finance Department / Accounts Payable
P.O. Box 839976
San Antonio, TX 78283-3976

By Delivery service:

City of San Antonio
Finance Department / Accounts Payable
111 Soledad, 4th Floor
San Antonio, TX 78205

By Electronic submission: .pdf format is required. Please ensure each invoice is submitted as a separate file and each file name is a unique identifier (no file should have the same name as another file being submitted). Multiple files may be sent on one e-mail.

Accounts.Payable@sanantonio.gov

Original, first time submission invoices only

apteam@sanantonio.gov

Statements & status inquiries

Please note: Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the vendor to Accounts Payable using this e-mail address. You may courtesy copy departmental personnel on the e-mail if requested.

- ❖ At a minimum, all invoices should include the following fields and information:
 - Vendor name, address and phone number
 - dba name (if applicable)
 - Remit address for payments (if applicable)
 - Ship to name and address
 - Invoice number – ensure it is a unique number for each invoice
 - Invoice date
 - Purchase Order number
 - Payment terms including discounts or retainage terms
 - Line item detail for each item ordered including quantity, unit price, total
 - Total invoice amount.

- ❖ Please ensure COSA receives a legible invoice, the original white or top copy, no colored paper please.

- ❖ The City is sales tax exempt. Please ensure your system is properly maintained to ensure sales tax is not included on your invoices. If you need a State of Texas Sales Tax exemption form, contact the ordering Department.

- ❖ Change of address or change of remittance address notifications should be submitted in writing to vendors@sanantonio.gov or fax to (210) 207-7270 along with appropriate documentation. An updated W-9 showing the new address is required.

- ❖ Each COSA vendor is assigned to a specific AP Specialist, ready to answer your inquiries. For the contact name, please call the Accounts Payable section's main phone number and ask to be directed.
Main phone: 210-207-2064

We thank you for taking the time to review this information and look forward to working with you.

**Finance Department
City of San Antonio**

ATTACHMENT M

MAP TO CITY CLERK

The Office of the City Clerk is open from 8:00 a.m. to 5:00 p.m., Monday – Friday. Vendors dropping off solicitation submittals must do so in the Office of the City Clerk, Municipal Archives and Records Facility, located at 719 S. Santa Rosa Street. Visitors are required to enter through the left entrance of the building. For those that might require the use of a ramp, entry is available in the front of the facility.

Please allow ample time for delivery of proposal responses **to the Office of the City Clerk BEFORE the deadline.** The City is NOT responsible for late delivery of any proposal responses.



ATTACHMENT N

Field Safety Observation Form

Check the parts of the body that should have special protection. Is the worker wearing the correct personal protective equipment?	Yes	No	NA
Head			
Eyes and Face			
Ears			
Respiratory System			
Hands and Arms			
Trunk			
Feet and Legs			
Is the worker in a position to be protected from these items?	Yes	No	NA
Striking Against			
Struck By Objects			
Caught In, On, or Between Objects			
Falling at Same Level or to a different level			
Contacting Temperature Extremes			
Contacting Electrical Current			
Inhaling of A hazardous Substance			
Absorbing of A hazardous Substance			
Swallowing of A hazardous Substance			
Overexertion			
How is the worker using the tools?	Yes	No	NA
The correct tool for the job			
Using the tool correctly			
Using the tool in an unsafe condition			
Is the worker following procedures?	Yes	No	NA
Not Known and Understood			
Not Followed			
Inadequate information			
What are the work site conditions?	Yes	No	NA
Confined Space Work			
Trench work			
Work above 3 feet from the horizontal surface or above the first floor			
Using a ladder or lift equipment			
What is the reaction of the workers?	Yes	No	NA
Adjusting Personal Protective Equipment			
Changing Position			
Rearranging Jon			
Stopping Job			
Attaching Grounds			
Lockouts			
Other Information			
Name:	Location:		
Date:	Time:		

ATTACHMENT O
Fieldwork Checklist

Please check the following items	Satisfactory	Unsatisfactory	Not Applicable
General appearance			
Pre-Treatment applied and water tested			
Lockout and Tagout (LOTO) completed before starting cleanup.			
Screens/Trash diverter install around drain hole			
Cold water basin drained and clean			
Fan deck cleaned			
If applicable, hot water basin and nozzles cleaned			
Hot water basin covers reinstalled and fastened			
Mechanical equipment cleaned (Fan, Motor, Gear, Drive Shaft)			
Mechanical equipment inspected (Visual Only)			
Plenum area cleaned (Bottom of Fan Deck and Interior Walls)			
Fan stack cleaned (Interior and Exterior)			
Interior and exterior integrated fill system cleaned			
Exterior walls of cooling tower cleaned			
Sump screens to be sprayed back into cold water basin			
Cold water basin cleaned and debris removed			
System Strainers and strainer housing cleaned			
Verify all seals and add cooling tower grade caulk where necessary			
Fill cold water basin and remove LOTO from condenser pumps and other locations			
Observe site glass for oil level			
Apply post cleaning solutions			
Recheck all covers, doors, and anything removed is reattached			
Remove remaining locks and return equipment back to operation			
Area clean and remove all trash and tools			
Witness and/or perform start-up and ensure equipment has zero deficiencies			
Documentation	Yes	No	Not Applicable
Did the staff perform safety observations and document the information?			
Did the staff perform a safety meeting before cleaning?			
Did staff take before and after photos?			
Did the staff document the chemical treatment levels?			
Did staff document deficiencies and report findings to the CDDR			
Did the staff take action to protect buildings system?			
Did the staff take action to protect other facilities from over spraying and cleaning operations?			
Did the staff document quantity of waste material and final disposition?			
Did the staff perform QA inspection?			
Comments:			
Name:		Location:	
Title:			
Date:		Time:	

ATTACHMENT P

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References Attachment A, Part One	
Experience, Background & Qualifications Attachment A, Part Two	
Proposed Plan Attachment A, Part Three	
Price Schedule, Attachment B –Price Schedule Rev II dated 11 04 2019	
* Contracts Disclosure form, Attachment C	
Litigation Disclosure, Attachment D	
* Small Business Economic Development Advocacy (SBEDA) Program Forms Attachment E & F; and Associated Certificates, if applicable	
* Veteran Owned Small Business (VOSB) Preference Program Tracking Form, Attachment G	
* Certificate of Interested Parties, Attachment H	
* Proposal Bond and Associated Power of Attorney	
Financial Information	
Proof of Insurability Insurance Provider's Letter, Copy of Current Certificate of Insurance	
* Signature Page (only required for a hard copy submission) RFCSP Section 007	
* Addenda, if any	
Proposal Checklist, Attachment P	
One (1) COMPLETE original signed in ink, seven (7) hard copies WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc., (NO SBEDA, VOSB AND/OR PRICING TO BE INCLUDED) and one (1) (CD) or flash drive of entire proposal in PDF format if submitting in hard copy.	

Documents marked with an asterisk (*) on this checklist require a signature.

Please be sure they are signed prior to submittal of proposal.

ATTACHMENT Q

Small Business Economic Development Advocacy (SBEDA) Program Presentation

Posted as a separate document

ATTACHMENT R

Pre-Submittal Conference Sign-in Sheet Dated November 8, 2019

Posted as a separate document

ATTACHMENT S

Criminal Justice Information Services (CJIS) Addendum

Posted as a separate document

007 - SIGNATURE PAGE

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

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

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

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

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

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

Respondent Information

Please Print or Type

Vendor ID No.	V30005324
Signer's Name	David Staat
Name of Business	OBR Cooling Towers
Street Address	9665 S Compass Dr.,
City, State, Zip Code	Rossford, OH 43460
Email Address	dstaat@obrcoolingtowers.com
Telephone No.	281-881-3373
Fax No.	419-244-2157
City's Solicitation No.	6100012063



Signature of Person Authorized to Sign Proposal

**INTEGRATION AGREEMENT
FOR
ANNUAL CONTRACT FOR COOLING TOWER CLEANING SERVICES – BESD
REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100012063**

This Agreement is entered into by and between the **City of San Antonio**, Texas, a home-rule municipal corporation (“City”) acting by and through its Director of Finance or said Director’s designee, and **OBR Cooling Towers Inc.** (“Vendor”), both of which may be referred to herein collectively as the “Parties”.

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

1.0 CONTRACT DOCUMENTS

- 1.1 The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:
- a. This Integration Agreement;
 - b. City’s RFCSP No. 6100012063, including all exhibits, attachments and addendums thereto (Exhibit A); and
 - c. Vendor’s Proposal in response to RFCSP No. 6100012063 (Exhibit B).
- 1.2 Vendor shall provide all services as set forth in City’s RFCSP and Vendor’s Proposal attached hereto as Exhibits “A” and “B” respectively and incorporated by reference herein. Vendor understands and agrees that Exhibits “A” and “B” are a part of this Agreement, as though fully set out herein, and that all obligations, conditions, tasks, products, and representations set forth in said documents are required to be fulfilled by the Vendor as completely and fully as are the obligations, conditions, tasks, products, and representations imposed by this Agreement.
- 1.3 The terms of this Agreement shall control where there is any conflict between the terms of Exhibits “A” or “B”, and the terms of this Agreement. The terms of City’s RFCSP (Exhibit A) shall control where there is any conflict between the terms of City’s RFCSP (Exhibit A) and Vendor’s Proposal (Exhibit B). **PARTIES AGREE THAT ANY CONFLICTING TERM OR CONDITION, OR ANY EXCEPTION THERETO, IN ANY DOCUMENT FURNISHED BY VENDOR, SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.**

2.0 TERM

- 2.1 Original Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract and terminate on DECEMBER 31, 2022.
- 2.2 Renewals. At City’s option, this contract may be renewed under the same terms and conditions for two (2) additional, one (1) year periods. Renewals shall be in writing and signed by the Director, without additional City Council approval, subject to and contingent upon appropriation of funding therefor.

- 2.3 Temporary Short Term Extensions. City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefor.
- 2.4 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any additional contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation.

3.0 CRIMINAL BACKGROUND CHECKS

RFCSP Section 004 – Specifications / Scope of Services, 4.14 Building Restrictions, 7. Criminal Background Checks is hereby deleted in its entirety and replaced with the following:

7. Criminal Background Checks:

- a. Contractor is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. Contractor shall retain all employee records, including any criminal background checks, for the retention period stated in section 006-General Terms and Conditions.
- b. Contractor is responsible for any costs incurred in conducting criminal background checks.
- c. Criminal Justice Information Services (CJIS). Contractor will be providing services under this contract for facilities with access to CJIS. Persons with any of the criminal histories shown below are not allowed unescorted access to CJIS Facilities. Since City staff may not be available to provide escorted access, Contractor's employees providing services to CJIS facilities must pass this criminal background check to provide services in these locations.
 - a) Felony conviction – permanent disqualifier
 - b) Felony deferred adjudication – permanent disqualifier
 - c) Class A misdemeanor conviction – permanent disqualifier
 - d) Class A misdemeanor deferred adjudication – permanent disqualifier
 - e) Class B misdemeanor conviction – disqualifier for ten (10) years
 - f) Class B misdemeanor deferred adjudication – disqualifier for ten (10) years
 - g) Open arrest for any criminal offense (felony or misdemeanor) – disqualifier until disposition
 - h) Family violence conviction – permanent disqualifier
- d. CJIS Facilities. CJIS Facilities within this contract are Frank Wing Building (Municipal Courts) and Public Safety Headquarters (PSHQ).
- e. Security Addendum for Criminal Justice Information Services (CJIS). Contractor will be required to provide services to City departments that perform criminal justice services. Criminal Justice Agencies, such as the San Antonio Police Department, are required to comply with the security requirements managed by the Federal Bureau of Investigations (FBI) and state agencies, such as the Texas Department of Public Safety. The Federal Criminal Justice Information Services Security Policy applies to every individual,

Contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Agency shall comply with the Policy and shall execute the CJIS Security Addendum attached to this agreement. Contractor's employees or agents who are subject to the Policy will be required to sign a Contractor Employee Certification and be finger printed. All costs associated with compliance of the CJIS Policy shall be borne by the Contractor. Contractor shall comply with any changes made to the security requirements by law. Refer to Attachment L – CJIS Addendum.

- f. Contractor shall ensure Contractor's employees make an appearance at the ID Unit at SAPD Headquarters at 315 S. Santa Rosa, San Antonio, Texas to fill out and submit a Fingerprint Application Form to initiate a background check. Contractor shall ensure Contractor's employees pass a criminal background check and complete CJIS Level 1 Training prior to starting work at CJIS Facilities under this contract.

4.0 BONDS

RFCSP Section 005 – Supplemental Terms & Conditions, subsections titled "Payment Bond" and "Performance Bond" respectively, are hereby deleted in their entirety and replaced with the following:

Payment Bond:

For any repairs or replacements exceeding \$50,000, Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the project price. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.

Performance Bond:

For any repairs or replacements exceeding \$100,000, Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United State Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the project price. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

5.0 ENTIRE AGREEMENT

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

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

City of San Antonio

OBR Cooling Towers Inc.

David Staat

Name: _____

Name: David Staat

Title: _____

Title: Managing Partner

Date: _____

Date: 5 February 2020

Approved as to Form:

Assistant City Attorney