

AN ORDINANCE 2016-08-18-0604

**AUTHORIZING CONTRACTS WITH ACCU-AIRE MECHANICAL, LLC, AIR-STREAM GENERAL CONSTRUCTION CO., INC., INOCA HOLDCO II, LLC DBA FOX SERVICE COMPANY, AND THE BRANDT COMPANIES, LLC TO PROVIDE ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES FOR AN ESTIMATED AMOUNT OF \$480,000.00 ANNUALLY, FUNDED FROM FY2016 OPERATING BUDGET.**

\* \* \* \* \*

**WHEREAS**, the City released a Request for Competitive Sealed Proposals (RFCSP) to provide the City with on-call HVAC maintenance and repair services city-wide for an estimated amount of \$480,000.00 annually; and

**WHEREAS**, four responses were received and evaluated; and

**WHEREAS**, staff recommends Accu-Aire Mechanical, LLC, Air-Stream General Construction Co., Inc., Inoca Holdco II, LLC d/b/a Fox Service Company, and The Brandt Companies, LLC for award of this contract; **NOW THEREFORE**:

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

**SECTION 1.** The proposals submitted by Accu-Aire Mechanical, LLC, Air-Stream General Construction Co., Inc., Inoca Holdco II, LLC d/b/a Fox Service Company, and The Brandt Companies, LLC to provide the City with on-call HVAC maintenance and repair services city-wide are hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the score summary and RFCSP are attached hereto and incorporated herein for all purposes as **Exhibit I**. A copy of the proposals may be inspected in the offices of the Purchasing Division of the Finance Department.

**SECTION 2.** Funds will be encumbered upon issuance of purchase orders, and payment is authorized to the vendors identified herein. All expenditures will be in accordance with the Fiscal Year 2016 budget, and such other appropriations necessary to fund the contracts through their terms as evidenced by subsequent ordinances.

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

**PASSED AND APPROVED** this 18<sup>th</sup> day of August, 2016.

M A Y O R  
Ivy R. Taylor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Leticia M. Vacek, City Clerk

\_\_\_\_\_  
Martha G. Sepeda, Acting City Attorney

<b>Agenda Item:</b>	<b>5 ( in consent vote: 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22 )</b>						
<b>Date:</b>	08/18/2016						
<b>Time:</b>	09:17:28 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing contracts with Accu-Aire Mechanical, LLC, Air-Stream General Construction Co., Inc., Inoca Holdco II, LLC dba Fox Service Company, and The Brandt Companies, LLC to provide on-call HVAC maintenance and repair services for an estimated amount of \$480,000.00 annually, funded from FY2016 Operating Budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				



# EXHIBIT I

RFCSP Annual Job Order Contract for On-Call HVAC Services - Citywide  Score Summary RFX 6100006717  Evaluation	Maximum Points	Accu-Aire Mechanical, LLC 1441 S. WW White Road San Antonio, TX 78220	Air-Stream General Construction Co., Inc. 4343 Dividend San Antonio, TX 78219	Fox Service Company 4300 S. Congress Avenue Austin, TX 78745	The Brandt Companies, LLC 6023 Corridor Parkway Schertz, TX 78154
A - Experience, Background, Qualifications	35	30.29	28.00	28.00	31.71
B - Proposed Plan	35	29.43	27.86	27.14	29.29
A - B SUB-TOTAL	70	59.71	55.86	55.14	61.00
C - Price Schedule	15	13.53	10.76	11.83	13.21
D - SBEDA - SBE Prime Contract Program	15	15.00	15.00	0.00	0.00
C - D SUB-TOTAL	30	28.53	25.76	11.83	13.21
TOTAL SCORE	100	88.24	81.62	66.97	74.21
RANK BASED ON TOTAL SCORE		1.00	2.00	4.00	3.00



**CITY OF SAN ANTONIO**  
**PURCHASING AND GENERAL SERVICES DEPARTMENT**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")**  
**NO.: 6100006717**

**ANNUAL JOB ORDER CONTRACT FOR ON-CALL HVAC SERVICES -**  
**CITYWIDE**

**Date Issued: MARCH 16, 2016**

**BIDS MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM, CENTRAL TIME, APRIL 15, 2016**

Proposals may be submitted by any of the following means:

- Electronic submission through the Portal
- Hard copy in person or by mail

Address for hard copy responses:

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

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

For Hard Copy Submissions, Mark Envelope

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

Proposal Due Date: 2:00 p.m., Central Time, APRIL 15, 2016

RFCSP No.: 6100006717

Respondent's Name and Address:

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes      DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference: \* YES

\* If YES, the Pre-Submittal Conference will be held on MARCH 28, 2016 at 10:00 A.M. C.T. at 111 SOLEDAD, 11<sup>TH</sup> FLOOR, HILL COUNTRY CONFERENCE ROOM

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

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

**This solicitation has been identified as High-Profile.**

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

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

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



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## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

#### Submission of Proposals.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

#### Restrictions on Communication

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before April 4, 2016. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

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

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the City Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

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



### Pre-Submittal Conference.

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

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

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

### Changes to RFCSP.

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

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

### Preparation of Proposals.

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

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

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

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

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

Delivery Dates. Proposed delivery dates must be shown in the proposal where required and shall include weekends and holidays, unless specified otherwise in this RFCSP. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the proposal. Special delivery



instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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



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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

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



Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

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

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

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

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

[https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

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

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

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

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

If delivering by hand, deliver to:



Office of the City Clerk, City Hall, 1st floor, 100 Military Plaza, San Antonio, TX 78205.

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

## **PART B**

### **SUBMISSION REQUIREMENTS**

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

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

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

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

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

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

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

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

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

Instructions for completing the Contracts Disclosure form:

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

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

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

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

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

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

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

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



CERTIFICATE OF INTERESTED PARTIES

Respondent shall review information regarding Certificate of Interested Parties Form (Form 1295) provided in **RFCS**P Attachment **K** 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](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 in front of a notary and submit it with your response to this solicitation.

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

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

ADDENDA. Sign and submit addenda, if any.

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

**EVALUATION CRITERIA**

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

Evaluation Criteria:

Experience, Background, Qualifications (35 points)

Proposed Plan (35 points)

Price (15 points)

SBE Prime Contract Program (15 Points)

Certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive fifteen (15) evaluation criteria percentage points. No evaluation criteria percentage Points will be awarded to non-SBE Prime Contractors through subcontracting to certified SBE firms.



## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### Background

The City of San Antonio, Building and Equipment Services Department, ("BESD") seeks proposals from qualified contractors interested in providing "on-call" commercial heating ventilation and air conditioning (HVAC) maintenance and repairs through an on call contracting services (OCCS) contract, also referred to as job order contract (JOC). Service shall be for HVAC maintenance and repairs for City facilities throughout the City of San Antonio. Trade services within new building construction, remodeling or alterations of an existing building will not be included.

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

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

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

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

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

### Scope of Services

#### References

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

International Building Code  
International Mechanical Code  
International Fuel Gas Code  
International Existing Building Code  
National Fire Protection Standards  
ASTM International Standards  
American Society of Mechanical Engineers Standards  
National Corrosion Engineer Association  
OHS Standards

For the purpose of this proposal, maintenance and repair is defined as work that involves the mending of a broken system, component(s), or sub-component(s) of a facility such as replacing air filters, checking and replenishing fluid levels on equipment, air handling units, chillers, cooling towers, compressors, actuators, exhaust fans, VAV boxes, DDC controls, split systems (fan coil units / condensing units), package units (dx), boilers, heat coils, etc.

Contractor shall furnish all labor, supervision, tools, equipment, materials, metering instruments, supplies, parts,



transportation, mobilization, insurance, bonds, permits, reports, incidentals, and quality control necessary to provide HVAC services on an "as needed basis". HVAC services shall include, but are not limited to, the following:

- assess, repair, and / or replace various sizes and types of HVAC equipment
- trouble-shoot malfunctioning HVAC equipment and related components, and perform necessary repairs or replacements
- repair or replace thermostat(s), HVAC controls (DDC and Pneumatic)
- clear clogged air conditioning drains or condensation lines
- repair or replace air conditioning compressors
- troubleshoot, repair or replace exhaust fans and ventilators
- replacing Filters, belts, pulleys, etc. as necessary
- perform thorough cleaning of coils (cooling / re-heat / condenser)
- lubricate bearings as necessary
- adjust air flow and temperature levels periodically
- Troubleshoot and repair malfunctioning Boilers and related system components
- Troubleshoot and repair malfunctioning Chillers and related system components
- Troubleshoot and repair malfunctioning Condensing Water pumps, Chilled Water pumps and related components

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

#### **PREFERRED QUALIFICATIONS – HVAC**

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

1. Contractor and all other persons designated by Contractor to provide the services required by this RFCSP shall have the requisite training, licenses and/or certifications. Contractor shall have either a current City of San Antonio Heating and Air Conditioning Mechanical License, or a State of Texas class A license with a combined endorsement, meeting all requirements of Chapter 1302 of the Texas Occupations Code, and City registration of the state license. Contractor shall also have the Universal Certification required by the Environmental Protection Agency (EPA) for Refrigerant Transition and Recovery. Contractor shall have had these licenses and certifications for a minimum of 5 years, and maintain them throughout the term of the contract.
2. Contractor shall have a minimum of the following staff members: Four (4) Air Conditioning & Refrigeration Technicians registered by the State of Texas Department of Licensing and Regulation (TDLR) or, in the alternative, four (4) equivalent technicians registered with the City Development Services Department; four (4) staff members who possess EPA's Universal Certification for Refrigerant Transition and Recovery. Each staff member must have a minimum of 5 verifiable years of experience working with large commercial HVAC equipment and maintain their registrations/licenses/certifications for the duration of the contract.
3. Contractor shall meet all competence standards promulgated by authoritative bodies and regulatory agencies, such as Texas Commission of Licensing and Regulation and the Texas Department of Licensing and Regulation, the City Development Services Department, and the EPA, as applicable to the services provided herein.
4. Contractor shall have a minimum of 5 years continuous experience in commercial HVAC repair and maintenance of facilities, comparable in size, type, scope, and complexity to the City's OCCS Program as defined herein.
5. Contractor shall have a minimum of 5 years continuous experience servicing and maintaining Carrier, Trane and York Chillers of 200-300 tons in size.
6. Contractor shall have a minimum of 5 years continuous experience servicing and maintaining Baltimore Air Coil and Marley cooling towers.
7. Contractor shall have a minimum of 3 years continuous experience servicing and maintaining Automated Logic, Alerton and Johnson Metasys control systems.
8. If during the performance of this contract, the Designated Department Representative determines that in the interest of the City of San Antonio, he/she may request the contractor to remove any/all of their personnel from further performance under this contract for reasons of their moral character, unethical conduct, security breach, or



violation of installation regulations. In the event it becomes necessary to replace any contractor personnel for any of the above reasons, the contractor shall bear all costs associated with such removal and replacement.

9. Contractor personnel shall present a neat appearance and be easily recognizable as a contractor employee. This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges which contain the company's name and employee's name.
  - Uniforms shall be clean, unstained, well-fitting, and in good order. They type and color of uniforms, to include shoes, as well as the standards of dress shall be approved by the City of San Antonio Designated Department Representative, prior to start of work under this contract. Shoes shall be sturdy construction and shall cover the foot to meet any required sanitation and safety requirements. Open-toed shoes, sneakers, sandals, and hells higher than two inches shall not be worn.

## RS MEANS COST DATA PRICE BOOKS - HVAC

To determine the price of any work performed pursuant to the OCCS, Contractor's Coefficient shall be applied to the applicable line item(s) in the most current **RS Means Mechanical Cost Data price book**. For those job items not listed in the specified RS Means Mechanical Cost Data Book, pricing shall be determined by applying the same coefficient as utilized on the RS Means Mechanical Cost Data Book to the most current **RS Means Facilities Maintenance & Repair Cost Data** price book. If the specific job item is not listed in any RS Means publications, then the City and Contractor will determine the appropriate price through market survey, or may negotiate a price, but only for projects that cost \$3,000 or less. **Line(s) items for administrative/management fees will not be accepted by the City**

### A. Definitions

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

1. **City Cost Index (CCI):** An RS Means driven ratio between the US average for each trade and the union local for that particular city (City of San Antonio, Texas for purposes of this contract). This average is weighted by giving more value to the more expensive components of construction and less influence to those items that are usually the least expensive.
2. **City Representative:** The facilities maintenance manager for the Building and Equipment Services Department.
3. **Emergency:** Any building or equipment failure considered by City, in its sole discretion, to be a matter of public or personal health or safety.
4. **Facility:** Buildings, the design and construction of which are governed by accepted building codes. The term does not include:
  - a. highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, wharves, docks, airport runways and taxiways, drainage projects, or related types of projects associated with civil engineering construction; or
  - b. buildings or structures that are incidental to projects that are primarily civil engineering construction projects.
5. **Holidays:** Holidays are defined as City recognized holidays as published on the City's web site at [www.sanantonio.gov](http://www.sanantonio.gov).
6. **Job Order Contracting (JOC):** "job order contracting" or "job order contract" is a way to accomplish numerous, commonly encountered trade projects quickly and easily through multi-year contracts. JOC reduces procurement costs by awarding long-term contracts for a wide variety of trade projects. JOC provides the methodology to execute a wide variety of indefinite delivery, indefinite quantity, fixed price, multiple trade contracts.
7. **Normal Working Hours:** Normal working hours are defined as Monday – Friday, 7:00 AM to 5:00 PM, exclusive of City authorized Holidays.
8. **Overtime Working Hours:** Overtime work hours are defined as Monday – Friday, 5:01 PM to 6:59 AM, all day Saturday and Sunday.
9. **On Call Contracting Services (OCCS):** See JOC above.



10. **On Call Proposal (OCP):** Contractor's written job proposal for a particular project.
11. **Purchase Order (PO):** City's notice to proceed, indicating acceptance of an OCP.
12. **Contractor's Coefficient:** is the multiplier or coefficient offered by the Contractor that shall be applied to all Unit Price Book (UPB) material lines necessary to complete a project. Contractor's Coefficient will be applied after the CCI has been applied to lines.
13. **Request for On Call Proposal (RFOCP):** City's brief description of job to be proposed on. RFOCPs expected to cost \$3,000 or more must be in writing. RFOCPs expected to cost less than \$3,000 may be verbal.
14. **RS Means Cost Data:** (also referred to as "Unit Price Book" or "UPB"). RS Means provides cost information to the construction and trades industry so contractors can provide accurate and fair estimates and projections for their project costs. It has become a data standard for government work in terms of pricing, and is widely used by the industry as a whole. RS Means is accessible online for a fee and it is also integrated in a variety of cost estimating software packages to allow for fast and reliable estimating. Cost information is updated annually and is available for purchase online, via CD-Rom, or in book form.
15. **Unit Price Book (UPB):** Please see RS Means Cost Data for definition.
16. **Work Order Number:** A number created in City's SAP software system used to identify a particular RFOCP.

## **B. General Information**

1. Contractor shall be responsible for complying with all Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this RFCSP. Contractor is also required to adhere to all applicable local environmental ordinances. Ignorance on the part of the Contractor will in no way relieve the Contractor from responsibility.
2. Contractor shall be responsible for obtaining all required permits applicable to performance under any single order placed against this RFCSP. City shall be responsible for the cost of any project required City permits. Contractor shall include all such costs within its OCP.
3. Contractor must be knowledgeable in awarded trade discipline and have general knowledge of general construction as it relates to the building structure.
4. Contractor(s) must be available to provide service 24 hours a day, 7 days a week, 365-days a year, including holidays throughout the duration of the contract.
5. Contractors are to give "priority" to all City trade service requests.
6. Response times for trade work will be answered within (4) hours of receiving the call by contacting the City Representative. Contractors will be required to respond by phone within **1 hour** of receiving an emergency call and respond on site within **2 hours**. The City reserves the right to determine when a call is considered an "emergency". Due to the nature of the HVAC repairs, Contractor must successfully maintain a staff of qualified personnel available to provide immediate service
7. Contractor will be required to complete non-emergency work during normal work hours, unless prior written authorization has been obtained from the City Representative. City may require Contractor to perform non-emergency work that could have a negative effect on passengers or tenants between midnight and 5:00 a.m.
8. Contractor will be required to maintain a stock level of parts which, within the industry, are considered to be fast moving, normal wear items for which the demand has occurred within the most recent 180-day period. All parts or material used shall be OEM or as recommended by the manufacturer and grades specified by the City.
9. To determine the price of any work performed pursuant to the OCCS, Contractor's Coefficient shall be applied to the applicable line item(s) in the most current RS Means Cost Data price book (referred to hereafter as the "Unit Price Book" or "UPB"). Because any work under this contract is on a job order basis, exact project specifications are not available. General specifications are included in this solicitation and form the basis for any work to be performed. The specifications are intended to indicate the requirements of the City, which include generally



accepted practice in the construction industry.

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

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

### C. On Call Contracting Services (OCCS) Process

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

#### 1. Request for Service

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

#### 2. On Call Proposal (OCP)

After defining the project's scope of work, Contractor shall begin preparing an On Call Proposal (OCP) for review and approval by the City Representative or designee. Failure to provide an OCP after a Request for Service shall be a breach of this contract.

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

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

The UPB shall serve as the basis for establishing the value of the work to be performed. After summarizing project pricing, the Contractor shall apply the R.S Mean CCI Coefficient for San Antonio, Texas and approved contract coefficient (from Price Schedule of this RFCSP) to reach final pricing. For those job items not listed in the specified R.S. Means Cost Data Book, pricing shall be determined by applying the same coefficient other applicable current R.S. Means publications however, OCP must clearly identify the publication utilized. If the



specific job item is not listed in any R.S. Means publications, then the price will be determined through selected Respondent's discount off of suggested retail price. OCPs are to be submitted to the City at no cost. Note: Time shall be based on actual time spent on the job site(s). Travel charges to and from the job site will NOT be approved. **Line(s) items for administrative/management fees will not be accepted by the City.**

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

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

### 3. Purchase Order (PO)

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

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

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

## D. Scheduling of Work

1. The first day of performance shall be the effective date specified in the PO. Any preliminary work started, materials ordered or purchased prior to receipt of the City's PO shall be at the Contractor's risk and expense, unless in response to an emergency (see C3 above).
2. Contractor shall provide the City Representative or designee a schedule indicating the date and time personnel will be at a particular facility to perform work. This schedule must be provided PRIOR to arrival at any facility.
3. Time is of the essence in completing each project. Contractor shall diligently prosecute the work to completion within the time set forth in the approved OCP. The period of performance shall include allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup; therefore, claims for delay based upon said elements shall not be allowed.
4. When Contractor considers the work to be complete and ready for its intended use, Contractor shall notify the City representative.
5. Contractor must ensure that the purchase, delivery and storage of materials and equipment are made without interference to the City operations and personnel.
6. Contractor shall be responsible for removing furniture and/or portable office equipment (except for computers) from the immediate work area and ensuring it is replacement to its original location upon work completion, if such is required by the nature of the work. In the event that said items cannot be replaced to the original location, the City shall designate alternate location(s) for placement.
7. Contractor shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages must be reported, repaired or replaced by Contractor at no cost to City. Contractor shall also be responsible for providing all necessary traffic control, such as street blockages, traffic cones, and flagmen, as required for each job. Proposed traffic control methods must be submitted to the City for approval prior to the commencement of work.
8. All unique requirements and or regulations for each location shall be strictly followed by Contractor and Contractor's employees. PRIOR to performing any work, Contractor's personnel shall contact the City



Representative or designee informing of their presence and purpose of visit as stated in the PO.

9. Contractor must at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor must remove from the premises all rubbish, tools, scaffolding, equipment, and materials not the property of City. Upon completing the Work, Contractor must leave the site in a clean and orderly condition satisfactory to City. Final cleanup is part of the Work, and Contractor is responsible for all construction refuse disposal containers and their removal from the site.
10. Work that cannot be completed within the mutually agreed upon time frame must be approved in advance by the City Representative, or designee. The City Representative or designee reserves the right to terminate the PO with Contractor and solicit outside quotes if the required time frame cannot be met.

#### **E. Warranty**

1. **GENERAL WARRANTY** Contractor shall warrant that work performed conforms to the OCP/PO requirements and is free of any defect in equipment, material, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. All work provided by Contractor shall be warranted for a minimum period of 1 year from the date of final acceptance of the work.
2. **PERFORMANCE WARRANTY:** Work performed under the OCCS shall meet all applicable standards and codes. Contractor shall guarantee all work against any defects in workmanship, and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of 1 year after completion of work. The warranty period shall commence upon date of acceptance by the City.
3. **MATERIAL WARRANTY:** Materials provided shall be in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE. Materials shall be warranted against material defects and defects in workmanship for a period of not less than 1 year and shall cover 100 percent parts, labor and shipping. The warranty period shall commence upon date of acceptance by the City. If the manufacturer's standard warranty period exceeds one year, then the warranty period hereunder shall be the length of the manufacturer's warranty. Contractor shall be ultimately responsible for the warranty. Contractor shall provide the Facilities Management or designee with all manufacturers' warranty documents upon completion of service prior to leaving the job site.

#### **F. Identification**

1. The City's objective is for the Selected Contractor's and/or subcontractors' crews to present a professional appearance and be readily identifiable to City staff when called out to perform work under this contract. To achieve this, the Selected Contractor is encouraged to provide the following:
  - a. Contractor Vehicle(s) Logo
  - b. Contractor Uniforms or Company Logo Apparel
2. ID Badges - Company uniform is required at all times and locations. ID badge is required at all Police facilities, Municipal Courts, City Hall, Municipal Plaza Building, Pre-K Educational Centers, PSAP, EOC, and International Center.

#### **G. Requirements for Invoices**

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

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

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



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

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



## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall be for a two year period, beginning the date of the ordinance awarding the contract, whichever is later. This contract shall terminate on June 30, 2018.

### Renewals.

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

### Temporary Short Term Extensions.

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

### Temporary Contract Pending Award of Contract by City Council

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

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

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

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

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

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

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

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

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



**INSURANCE**

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

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. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. 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 Bond.

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

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



#### Payment Bond.

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance **of any purchase order exceeding \$50,000**. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code in the full amount of the project price. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. The bond will be in the amount of the purchase order Estimated Price, executed and delivered to City prior to commencement of work under the applicable purchase order. "Project price" means the sum total of all purchase orders issued to a single Contractor for a project.

#### Performance Bond.

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

#### Prevailing Wage Rates.

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

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

#### Workers' Compensation.

##### Definitions:

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

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

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without



limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

#### Incorporation of Attachments.

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

- Attachment A – Part One – General Information
- Attachment A – Part Two – Experience, Background and Qualifications
- Attachment A – Part Three – Proposed Plan
- Attachment B – Price Schedule
- Attachment C – Contracts Disclosure Form
- Attachment D – Litigation Disclosure Form
- Attachment E – SBEDA Ordinance Compliance Provisions
- Attachment F – Subcontractor/Supplier Utilization Commitment Form
- Attachment G – Veteran-Owned Small Business Program
- Attachment H – Veteran-Owned Small Business Program Tracking Form
- Attachment I – Prevailing Wage Rates
- Attachment J – Proposal Checklist
- Attachment K – Certificate of Interested Parties
- Attachment L – Redacted 03-28-16 Pre-Submittal Conference Presentation
- Attachment M – Small Business Economic Development Advocacy (SBEDA) Presentation.



## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

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

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

### Invoicing and Payment.

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

### Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the



quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

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

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

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

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

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

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

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

Termination.

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

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



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

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

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

## **INDEMNIFICATION**

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

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

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

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

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

## **Records Retention.**

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



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

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

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

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

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

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

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

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

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



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

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

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

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



**007 - SIGNATURE PAGE**

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

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

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

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

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

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

Respondent Information

Please Print or Type

Vendor ID No. \_\_\_\_\_

Signer's Name \_\_\_\_\_

Name of Business \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

City's Solicitation No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign Proposal



## 008 - STANDARD DEFINITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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. V1003749

Signer's Name Rebecca Flores

Name of Business Air Stream General Construction Co., Inc.

Street Address 4343 Dividend

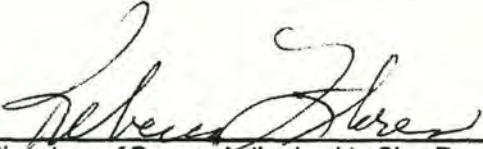
City, State, Zip Code San Antonio, TX 78219

Email Address bflores@air-streamservices.com

Telephone No. 210-533-3264

Fax No. 210-534-1349

City's Solicitation No. 6100006717

  
Signature of Person Authorized to Sign Proposal



## RFCSP ATTACHMENT B

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

A. Contractor's Coefficient: Normal Working Hours	1.23
B. Contractor's Coefficient: Overtime Working Hours	1.47
C. Contractor's Coefficient off of Manufacturer's Suggested Retail Price	0.95

### Notes:

1. The RS Means **City Cost Indexes (CCI)** coefficient for San Antonio, TX (from the RS Means Cost Data Catalog) shall be applied to the RS Means Cost Data Unit Price Book. This section is for services anticipated to be accomplished during normal working hours.
2. Contractor's Coefficient is to be applied to RS Means Unit Price Book services anticipated to be accomplished during both normal working hours and overtime working hours.
3. The actual pricing for work performed under this contract will be based on the unit rates contained in the Unit Price, including applicable coefficients adjustments as set forth above, and the quantities mutually agreed to by Contractor and City prior to the issuance of a PO. Contractor's Coefficient shall be firm for the duration of the Contract and each optional year. The RS Means prices contained in the Unit Price Book will be replaced with the unit prices in the most current RS Means Cost Data Book.
4. For those job items not listed in the specified R.S. Means Cost Data Book, pricing shall be determined by applying the same coefficient other applicable current R.S. Means publications however, OCP must clearly identify the publication utilized. If the specific job item is not listed in any R.S. Means publications, then the price will be determined through selected Respondent's discount off of suggested retail price.

### **PROMPT PAYMENT DISCOUNT:**

Prompt Payment Discount:  1  %  10  days (if no discount is offered, Net 30 will apply.)

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





City of San Antonio

ADDENDUM I

**SUBJECT:** Formal Annual Job Order Contract for On-Call HVAC Services Citywide – Request for Competitive Sealed Proposal (RFCSP 6100006717), Scheduled to Open: April 15, 2016; Date of Issue: March 16, 2016

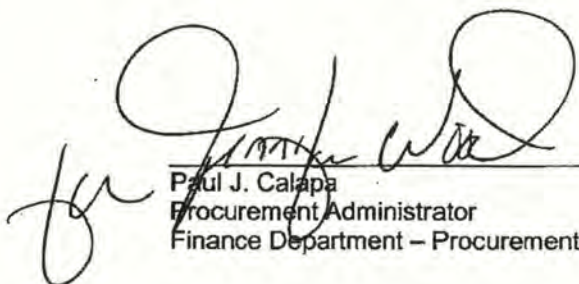
**FROM:** Paul J. Calapa, Procurement Administrator

**DATE:** March 18, 2016

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

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

1. The Pre-Submittal Conference date has been changed to March 28, 2016 at 10:00 A.M. C.T. at 111 Soledad, 11<sup>th</sup> Floor, Hill Country Conference Room.

  
\_\_\_\_\_  
Paul J. Calapa  
Procurement Administrator  
Finance Department – Procurement Division





## City of San Antonio

### ADDENDUM II

**SUBJECT:** Annual Job Order Contract for On-Call HVAC Services - Citywide - Request for Competitive Sealed Proposal, (RFCSP 6100006717), Scheduled to Open: April 15, 2016; Date of Issue: March 16, 2016

**FROM:** Paul J. Calapa, Procurement Administrator

**DATE:** April 6, 2016

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

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

1. Change 004 – Specifications / Scope of Services, Pg 18. a. Identification, Remove and replace with, “F. Identification.”
2. Change 004 – Specifications / Scope of Services, F. Identification 2. ID Badges, Remove and replace with “Company uniform is required at all times and locations. ID badge is required at all Police facilities, Municipal Courts, City Hall, Municipal Plaza Building, Pre-K Educational Centers, PSAP, EOC, and International Center.”
3. ADDED: Attachment L – Redacted 03-28-16 Pre-Submittal Conference Sign-in Sheets. Attached as a separate document.
4. ADDED: Attachment M – Small Business Economic Development Advocacy (SBEDA) Presentation. Attached as a separate document.

On March 28, 2016, the City of San Antonio hosted a Pre-Submittal conference to provide information and clarification for the Annual Job Order Contract for On-Call HVAC Services - Citywide. Below is a list of questions that were asked at the pre-submittal conference and the Small Business Economic Development Advocacy (SBEDA) presentation. The City's official response to questions asked is as follows:



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

Question 1: If background check cleared through TSA & San Antonio Airport, are they still required?

Response: Yes, Background checks are required for all contractor personnel performing work at all City facilities. Refer to Section 004 - SPECIFICATIONS / SCOPE OF SERVICES – F Identification – ID Badges.

Question 2: Does the vendor add the City Cost Index (CCI) to the RS Means cost?

Response: Refer to Section 004 - SPECIFICATIONS / SCOPE OF SERVICES; On Call Contracting Services (OCCS) Process – 2. "On Call Proposal (OCP). Paragraph 4, "The UPB shall serve as the basis for establishing the value of the work to be performed. After summarizing project pricing, the Contractor shall apply the R.S Mean CCI Coefficient for San Antonio, Texas and approved contract coefficient (from Price Schedule of this RFCSP) to reach final pricing. For those job items not listed in the specified R.S. Means Cost Data Book, pricing shall be determined by applying the same coefficient other applicable current R.S. Means publications however, OCP must clearly identify the publication utilized. If the specific job item is not listed in any R.S. Means publications, then the price will be determined through selected Respondent's discount off of suggested retail price. OCPs are to be submitted to the City at no cost. Note: Time shall be based on actual time spent on the job site(s). Travel charges to and from the job site will NOT be approved. **Line(s) items for administrative/management fees will not be accepted by the City.**"

Question 3: Are contractors required to meet prevailing wages?

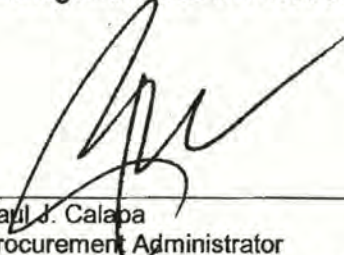
Response: Yes, Refer to Section 005 – SUPPLEMENTAL TERMS & CONDITIONS, "Prevailing Wage Rates. The Provisions of Chapter 2258 of the Texas Government Code, and the "Wage and Labor Standard Provisions" amended in City Ordinance 2008-11-20-1045, expressly are made a part of this Contract. Contractor shall forfeit, as a penalty to Owner, sixty dollars (\$60.00) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, in which such laborer, worker or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any federal or state law, regarding the wages to be paid to or hours worked by laborers, workers or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.



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

Question 4: How does a bidder submit an OCP, if unable to find description and price in RS Means Cost Data Book?

Response: Refer to Section 004 - SPECIFICATIONS / SCOPE OF SERVICES; RS MEANS COST DATA PRICE BOOKS - HVAC. "To determine the price of any work performed pursuant to the OCCS, Contractor's Coefficient shall be applied to the applicable line item(s) in the most current **RS Means Mechanical Cost Data price book**. For those job items not listed in the specified RS Means Mechanical Cost Data Book, pricing shall be determined by applying the same coefficient as utilized on the RS Means Mechanical Cost Data Book to the most current **RS Means Facilities Maintenance & Repair Cost Data** price book. If the specific job item is not listed in any RS Means publications, then the City and Contractor will determine the appropriate price through market survey, or may negotiate a price, but only for projects that cost \$3,000 or less. **Line(s) items for administrative/management fees will not be accepted by the City.**"



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Paul J. Calapa  
Procurement Administrator  
Finance Department – Procurement Division

PC/ms