

ORDINANCE 2018-05-31-0384

APPROVING A CONTRACT WITH TRANE U.S., INC. TO PROVIDE SCHEDULED PREVENTIVE MAINTENANCE AND OTHER SERVICES FOR CHILLER SYSTEMS FOR THE BUILDING AND EQUIPMENT SERVICES DEPARTMENT FOR AN ESTIMATED ANNUAL COST OF \$214,000.00, FUNDED FROM THE FY 2018 FACILITY SERVICES FUND ADOPTED BUDGET WITH OTHER YEARS SUBJECT TO APPROPRIATIONS.

* * * * *

WHEREAS, On August 14, 2017, the City of San Antonio issued a Request for Competitive Sealed Proposals (RFCSP) to provide the City with scheduled preventive maintenance and other services for chiller systems at various City facilities managed by the Building and Equipment Services Department; and

WHEREAS, four proposals were received prior to the January 5, 2018 submission deadline; and

WHEREAS, the proposal from Accu-Aire Mechanical, LLC was deemed non-responsive for failure to submit the required proposal response documents, and Trane U.S., Inc.'s alternate proposal was deemed non-responsive for failure to submit a complete price schedule; and

WHEREAS, two proposals were evaluated and staff recommends Trane U.S., Inc. for award of this contract; **NOW THEREFORE:**

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

SECTION 1. The proposal submitted by Trane U.S., Inc. to provide the City with scheduled preventive maintenance and other services for chiller systems at various City facilities managed by the Building and Equipment Services Department is 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 A**.

SECTION 2. The proposals from Accu-Aire Mechanical, LLC and Trane U.S., Inc. (alternate response only) were deemed non-responsive and disqualified for failure to meet the specifications and/or requirements of the RFCSP.

SECTION 3. Funding for this ordinance in the amount up to \$214,000.00 is available as part of the FY 2018 Budget, according to the table below:


Amount	General Ledger	Cost Center	Fund
\$ 112,000.00	5202020	3506010003	76001000
\$ 102,000.00	5204050	3506010003	76001000
Total amt. \$ 214,000.00			

SECTION 4. Payment not to exceed the budgeted amount is authorized to Trane U.S. Inc. and should be encumbered with a purchase order. Additional funding for this ordinance is contingent upon City Council approval of the City's operating budget and the availability of funds for subsequent Fiscal Years.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This Ordinance is effective immediately upon its passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED AND APPROVED this 31st day of May, 2018.




M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:



Leticia M. Vacek, City Clerk



Andrew Segovia, City Attorney

Agenda Item:	6 (in consent vote: 4, 6, 7, 8, 9, 10, 12, 13A, 13B, 14, 15, 16, 18, 19, 20, 21, 22, 23, 27)						
Date:	05/31/2018						
Time:	09:52:18 AM						
Vote Type:	Motion to Approve						
Description:	Ordinance approving a contract with Trane U.S. Inc. to provide scheduled preventive maintenance and other services for chiller systems for the Building and Equipment Services Department for an estimated annual cost of \$214,000.00, funded from the FY 2018 Facility Services Fund Adopted Budget with other years subject to appropriations. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				
William Cruz Shaw	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x			x	
Clayton H. Perry	District 10		x				

EXHIBIT A

EXHIBIT A

<p>RFCSP 17-098, RFx: 610008871 Chiller Maintenance & Other Services – BESD</p> <p>Score Summary FINAL EVALUATION Wednesday, March 28, 2018</p>	<p>Maximum Points</p>	<p>The Brandt Companies, LLC 6023 Corridor Parkway Schertz TX 78154</p>	<p>Trane U.S. Inc. 9535 Ball Street, Suite 1100 San Antonio TX 78217</p>
A - Experience, Background, Qualifications	35	18.00	32.00
B - Proposed Plan	30	14.00	27.20
A - B SUB-TOTAL	65	32.00	59.20
C - Price Schedule	15	15.00	13.71
D - SBEDA - ESBE Prime Contract Program	10	0.00	0.00
D - SBEDA - M/WBE Prime Contract Program	10	0.00	0.00
C - D SUB-TOTAL	35	15.00	13.71
TOTAL SCORE	100	47.00	72.91
RANK BASED ON TOTAL SCORE		2.00	1.00



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100008871

ANNUAL CONTRACT FOR CHILLER MAINTENANCE & OTHER SERVICES –
BESD, 17-098

Date Issued: AUGUST 14, 2017

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM CT, JANUARY 5, 2018

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

Address for hard copy responses:

Physical Address:

Office of The City Clerk
100 Military Plaza
1st Floor, City Hall
San Antonio, Texas 78205

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR CHILLER MAINTENANCE & OTHER SERVICES – BESD, 17-098"

Proposal Due Date: 2:00 PM CT, JANUARY 5, 2018

RFCSP No.: 6100008871

Respondent's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: YES

DBE / ACDBE Requirements: N/A

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

Pre-Proposal Conference * YES

* If YES, the Pre-Proposal conference will be held on AUGUST 21, 2017 at 9:00 AM CT at 111 SOLEDAD ST, RIVERVIEW TOWERS, 11th FLOOR - HILL COUNTRY CONFERENCE ROOM. A Site Visit will immediately follow the Pre-Submittal Conference.

Site Visits: YES. Refer to Attachment J – Site Visit Schedule

Staff Contact Person: MARIA BLAKE, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: MARIA.BLAKE@SANANTONIO.GOV

SBEDA Contact Information: DAVID RODRIGUEZ, 210-207-0071, DAVID.RODRIGUEZ3@SANANTONIO.GOV

2ND Pre-Proposal Conference will be held on NOVEMBER 29, 2017 at 12:00 PM at 111 Soledad St., Riverview Towers, 11th Floor – Hill Country Conference Room.

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003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals.

Submission of Hard Copy Proposals. Respondent shall submit **one (1) COMPLETE** original signed in ink, **seven (7)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, VOSB AND/OR PRICING NEED BE INCLUDED in the copies)** and one copy of the proposal on compact disk (CD) or flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, **ANNUAL CONTRACT FOR CHILLER MAINTENANCE & OTHER SERVICES – BESD, RFCSP 17-098, 6100008871** on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than **2:00 p.m., Central Time, on JANUARY 5, 2018** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk

Attn: **ANNUAL CONTRACT FOR CHILLER MAINTENANCE & OTHER SERVICES – BESD, RFCSP 17-098, RFx: 6100008871**

P.O. Box 839966

San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk

Attn: **ANNUAL CONTRACT FOR CHILLER MAINTENANCE & OTHER SERVICES – BESD, RFCSP 17-098, RFx: 6100008871**

100 Military Plaza

City Hall San Antonio, Texas 78205

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

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.

Correct Legal Name. Respondents who submit proposals to this RFCSP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity.

These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFCSP as Attachment A, Part

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

Respondents are prohibited from communicating with: 1) elected City officials, as defined by §2-62 of the City Code, 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 concerning this RFCSP to the Staff Contact Person listed below until 10:00 A.M., CT, December 5, 2017. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail.

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.

Exceptions to the Restrictions on Communication with City employees include:

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact, Lucy Barbosa, may be reached by telephone at (210) 207-3910 or by e-mail at Lucy.Barbosa@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 Aviation 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, anticipated City Council Agenda date, and a review of the solicitation process.

Pre-Submittal Conference.

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

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

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

Changes to RFCSP.

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

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

Preparation of Proposals.

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

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. A proposal response to the RFCSP General Information Form may not exceed 10 pages in length. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. **ORIGINAL and/or ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP Instructions to Respondents Part B - Submission Requirements, and each section and attachment must be indexed and, for hard copy submission, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by Asterisk in Section 003 Part B, Submission Requirements MUST** divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal, or on a CD, or flash drive 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.

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.

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

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.

Variations 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 variations or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

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

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

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

Evaluation and Award of Contract.

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

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

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. Vendor must have the Purchase Order prior to incurring any costs for which the City may be liable.

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 that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

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

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

Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

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

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

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

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

https://www.ethics.state.tx.us/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/Portals/0/Files/Ethics/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, 100 Military Plaza, 1st Floor, 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.

Submission of Hard Copy Proposals. Respondent shall submit **one (1) COMPLETE** original signed in ink, **seven (7)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, VOSB AND/OR PRICING NEED BE INCLUDED in the copies)** and one copy of the proposal on compact disk (CD) or flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, **ANNUAL CONTRACT FOR CHILLER MAINTENANCE & OTHER SERVICES – BESD, RFCSP 17-098, RFx: 6100008871** on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected

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

TABLE OF CONTENTS

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

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

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFCSP as Attachment A, Part Two – Revision 1 Dated 11/28/2017

PROPOSED PLAN. Use the Form found in this RFCSP as Attachment A, Part Three – Revision 1 Dated 11/28/2017.

*PRICE SCHEDULE. Use the Price Schedule that is found in this RFCSP as Attachment B – Revision 1 Dated 11/28/2017.

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

<http://www.sanantonio.gov/ethics/forcompliance/vendors-and-conflict-of-interest-report>

Instructions for completing the Contracts Disclosure form:

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

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

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

*SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFCSP as Exhibit #1 (Program Language) and Attachment E (Utilization Plan).

*VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSB) FORM(S). Complete, sign and submit any and all VOSB form(s), found in this RFCSP as Attachment F.

CERTIFICATE OF INTERESTED PARTIES FORM. Respondent shall review information regarding Certificate of Interested Parties Form (Form 1295) provided in RFCSP Attachment G – Revision 1 Dated 11/28/2017 and submit Form 1295 as directed.

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

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

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

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

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

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

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFCSP as Attachment K – Revision 1 Dated 11/28/2017.

PROPOSAL BOND. Submit proposal bond in the amount of \$5,000.00. For electronic submissions, Respondent must provide the original proposal bond to the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals.

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 (30 points)

Price (15 points)

ESBE Prime Contract Program – 10 pts.

Certified ESBE (see Emerging Small Business Enterprise definition) 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% ESBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria points, and

M/WBE Prime Contract Program –10 pts.

Certified M/WBE firms (see Minority/Women Business Enterprise definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORs proposing at least 51% M/WBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria points.

004 - SPECIFICATIONS / SCOPE OF SERVICES

Revision 1 Dated 11/28/2017

4.1 SCOPE:

The City of San Antonio is soliciting proposals for a qualified contractor to furnish the necessary labor, materials, service equipment, tools, transportation, methods of communication, supervision, service reports, and supplies to provide scheduled maintenance, testing and other services of centrifugal, reciprocating, and screw chiller systems at various City buildings. The services include parts and any equipment necessary for the scheduled maintenance and other services for City's chiller systems and chiller supporting systems in accordance with the specifications listed herein. The chiller systems and support equipment and items shall be referred herein as "Equipment".

This service is required to preserve the safety, reliability and functionality of the equipment at the various City Facilities throughout San Antonio, TX. The services shall consist of, but not be limited to: scheduled maintenance (inspections, adjustments, testing and replacement of parts as herein specified for all equipment covered under this contract), service calls and call backs. The contractor's prices submitted on Attachment B, Price Schedule, **columns C and D**, Spring Service – Fall Service include all parts and/or components and labor necessary to provide scheduled maintenance and to replace any part and/or component that may be worn from normal wear and tear to prevent from having to service the equipment at a later date (the parts included in the Scheduled Maintenance service are listed in Section 4.10, 8.a). The chiller systems and support equipment shall be referred to jointly herein as "Equipment".

4.2 PROOF OF LICENSING AND CAPABILITY:

1. Contractor shall furnish evidence satisfactory to the City specifically stating that the management of the firm has satisfactorily performed the work required herein.
 - a. The Contractor shall be an approved or accredited servicing agent for any of the major manufacturers of centrifugal, reciprocating and screw chillers. The Contractor shall provide documentation certifying such accreditation.
 - b. The Contractor shall certify that it is qualified to meet the requirements of the specifications/scope of work and Contractor's technicians are factory trained (defined as personnel who have had formal specific manufacturer's training) and/or certified for maintenance services and refrigerant handling as required by the specifications /scope of work listed herein.
2. Contractor shall submit evidence that the contractor has manufacturer trained and certified technicians for the maintenance work specified herein. Contractor shall provide documentation that the technicians have the required safety training for the work environment and chemical usage.
3. Contractor shall hold all proper and current licenses, insurances, and bonds.
4. All Contractor technicians performing work on the equipment shall have a minimum of 10 years of experience.
 - a. Contractor's technicians shall have at least ten (10) years of experience maintaining HVAC systems which shall include chillers of capacity not less than 200 tons. Contractor shall supply documentation to confirm this amount of actual experience.
 - b. Technicians shall be certified as per federal, code, state, and local regulations for related work tasks.
 - c. Contractor shall provide certification or documentation that the technician performing scheduled maintenance and services calls meets the requirements of the North American Technician Excellence and/or Refrigeration Engineers Society training requirements and/or comparable requirements of other organizations. The certification shall validate, to City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.
5. Contractor shall provide certification or documentation that the technician performing Eddy current examination meets Level III by the American Society for Nondestructive Testing (ASNT) and/or comparable standards set by other organizations that meet Level III of ASNT. The certification shall validate, to City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.

6. Contractor shall provide certification or documentation that the Eddy current test method and calibration meet American Society Mechanical Engineer Boiler and Pressure Vessel Code.
7. Contractor shall provide certification or documentation that the laboratory performing the oil tests meets ASTM and other industry standards. The certification shall validate, to City's satisfaction, that the laboratory can perform the services required by this specification/scope of work.
8. Contractor shall provide certification or documentation that the laboratory performing refrigerant analysis meets Air Conditioning and Refrigeration Institute (ARI) standards and/or comparable standards set by other organizations. The certification shall validate, to City's satisfaction, that the laboratory can perform the services required by this specification/scope of work.
9. Contractor shall be in good financial standing, not in any form of bankruptcy, current in payment of taxes and fees, such as state franchise fees.

4.3 DEFINITIONS:

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

1. **ASNT:** American Society for Nondestructive Testing
2. **BESD:** City's Building and Equipment Services Department.
3. **Bidder:** a person, firm or entity that submits a bid in response to a solicitation. Please see definition in Section 008 – Standard Definition.
4. **City Designated Departmental Representative (CDDR):** The facilities maintenance manager or coordinator for the respective City department.
5. **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. Please see definition in Section 008 – Standard Definition.
6. **Equipment:** The Chiller systems (to include but not limited to: centrifugal, reciprocating, and screw chiller systems) and supporting equipment as required by this solicitation.
7. **Scheduled Maintenance:**
 - a. **Scheduled Maintenance:** Regular maintenance required by codes and the manufacturer's standards. Scheduled maintenance is work that is periodically performed on equipment for the purpose of maintaining equipment in satisfactory operating condition and to lessen the likelihood of it failing. Scheduled maintenance is performed while the equipment is functioning or temporarily placing the equipment out of service, so that it does not break down unexpectedly. Scheduled maintenance involves systematic inspection, detection, prevention, and correction of incipient failures, before they become actual or major failures. Scheduled maintenance includes tasks performed specifically to prevent failures from occurring. These tasks shall consist of, but not be limited to: tests, measurements, adjustments, lubrication, parts and/or component replacement, cleaning, etc. Scheduled maintenance is performed specifically to prevent failures from occurring. It is designed to preserve and restore equipment reliability by replacing worn, fatigued and/or damaged parts and/or components before they actually fail. In addition, it includes detailed record keeping and data analysis to avoid equipment deterioration, so worn, fatigued and/or damaged parts and/or components can be replaced or serviced before they cause system failures. Service necessitated by normal wear and tear shall be included in scheduled maintenance.
 - i. All costs associated with scheduled maintenance, including, but not be limited to, parts and/or components and lubricants, are included in the maintenance fee shown on the Attachment B, Price Schedule, columns C and D, Spring Service – Fall Service. Maintenance does not include total replacement of a system, nor does it include work to install and test equipment in new construction. Contractor shall perform the maintenance work described herein for the prices stated on the price schedule.

- ii. The intent of this specification/scope of work is to maintain the Equipment to industry standards and "industry best" condition by having an effective and efficient scheduled maintenance program; therefore, preserving and maintaining the condition, appearance, and performance of the Equipment in keeping with their design and operational standards. The purpose of the program specified herein is to provide the following:
 - 1. Safe, consistent, and reliable operations
 - 2. Maximum operational performance (efficiency)
 - 3. Maximum beneficial usage (effectiveness – energy and water conservation)
 - 4. Maximum life cycle (prolonging its usable "life")
 - 5. Protecting the equipment against premature failures
- iii. Condenser tube cleaning is included in scheduled maintenance.

8. Other Services: service calls (emergency, urgent, and routine service calls) for work outside the scheduled maintenance.

- a. Other service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed and/or abnormal operating chiller system can be restored to its normal operating state. However, service calls necessitated by normal wear and tear are NOT considered other services and shall be part of the scheduled maintenance services.
- b. **Other Service calls:** Service work that goes beyond the Scheduled Maintenance and is usually performed to return something to normal operational use, rather than to keep it at failed and/or abnormal conditions. Other Service work for City's equipment can only be done with written City approval in advance. If requested by the designated CDDR, Contractor shall provide a quote, using the hourly rates in accordance with Attachment B, Price Schedule, for the other service work. Parts and/or component supplied for other service work will be paid to Contractor in accordance with the percentage markup indicated on the price schedule. **Bid Prices for parts and other components shall be submitted on percentage of vendor cost** in accordance with Attachment B, Price Schedule. Contractor shall only proceed with the additional work after receipt of a purchase order by the City or as define herein. The City will not pay for any unauthorized parts or labor charges. **Evidence of said costs shall be submitted with invoice for each service call.** Contractor shall submit invoices with a copy of the written Purchase Order supplied by the Department for which the services are provided. Such invoices shall have the language OTHER SERVICE (Select one: Emergency, Urgent, or Routine) indicated thereon. **Proof of costs shall be printed, properly identified and dated.** This contract shall be limited to other services that do not exceed \$3,000.00 per service call. For any service exceeding \$3,000.00, the City reserves the right to obtain quotes from other parties.
 - 1. Minor Service Call: Minor service calls require the CDDR's written approval before initiating work. Minor Service Call is any service calls for \$3,000.00 or less.
 - 2. Major Service Calls: Major service calls shall constitute any services exceeding \$3,000.00 in cost. City reserves to right to bid major service calls separately from this contract.
 - 3. Contractor shall submit an estimate prior to performing any service calls. The estimate shall include a comparison between replacement of failed parts and/or components and servicing parts and/or components. Contractor will clearly annotate any item(s) where the cost of the service is equal to or greater than seventy-five percent (75%) of the price of a new item(s).
- a. Routine Service calls: service call outside the scheduled maintenance and:
 - ii. Routine service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed and/or abnormal equipment operations can be restored to its normal operating state. However, if these type service calls are necessitated by normal wear and tear, they are NOT considered service calls and no additional cost shall be billed to City. Normal wear and tear items shall be included in the scheduled maintenance service as defined by the specification.

- iii. The CDDR or designee will request routine service calls for any location listed herein.
 - b. Urgent Service Calls: Service calls outside the scheduled maintenance and:
 - iv. Urgent service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed and/or abnormal equipment operations can be restored to its normal operating state. However, if these type service calls are necessitated by normal wear and tear, they are NOT considered service call and no additional cost shall be billed to City. Normal wear and tear items shall be included in the scheduled maintenance service as define by the specification.
 - v. Urgent calls are not an emergency, but it can become an emergency.
 - vi. City will identify urgent calls at time of notification.
 - vii. The CDDR or designee will request urgent service calls for any location listed herein.
 - c. Emergency Service Calls: service call outside the scheduled maintenance and:
 - viii. An emergency call is any condition that can potentially impact the health, safety and welfare of City employees and the public as determined solely by the City. The City will identify emergency calls at the time of notification.
 - ix. Emergency service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed and/or abnormal equipment operations can be restored to its normal operating state. However, if these types service calls are necessitated by normal wear and tear, they are NOT considered service calls and no additional cost shall be billed to City. Normal wear and tear items shall be included in the scheduled maintenance service as define by the specification.
 - x. The CDDR or designee will request emergency service calls for any location listed herein.
 - d. Other work required to make the equipment operational.
 - e. Call backs – Call backs are defined as the recall of contractor to address a previous service call or scheduled maintenance item within ninety (90) calendar days of service. The contractor is responsible for the call backs and no additional cost shall be billed to City.
9. **Holidays:** Holidays are defined as City recognized holidays as published on the City's web site at www.sanantonio.gov.
10. **ID Badges:** Identification badges.
11. **MATERIALS:** Material includes but not limited to: parts, chemicals, instruments and other goods used to perform the requirements in this solicitation.
12. **NETA:** International Electrical Testing Association.
13. **NFPA:** National Fire Protection Association
14. **Parts:** Includes all materials and goods used to perform the requirements in this solicitation.
15. **Purchase Order (PO):** A validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in an solicitation for the price stated in Vendor's bid.
16. **Respondent** - a person, firm or entity that submits a proposal in response to a solicitation. The respondent whose proposal is accepted by City may also be referred to herein as Contractor, Vendor or Supplier. The term "respondent" is synonymous with the term "bidder". Please see definition in Section 008 – Standard Definition.
17. **Vendor:** The bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

4.4 REFERENCES:

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

American Society for Nondestructive Testing (ASNT)	
ASNT Standards	Certification and Recommended Practice
American Society for Testing and Materials	
Several ASTM	Standards for Material to be used to perform the services
International Building Code	
IBC	International Building Code
IMC	International Mechanical Code
IPC	International Plumbing Code
IEBC	International Existing Building Code
National Fire Protection Association (NFPA)	
NFPA 70	National Electrical Code
Other	
OSHA	Occupational Safety and Health Administration (OSHA) Standards
Technician Certification	North American Technician Excellence and/or Refrigeration Service Engineers Society
Training Accreditation	Training Accreditation by HVAC Excellence (ESCO Group)
ASME	American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code
ARI	Air Conditioning and Refrigeration Institute (ARI) standards
ISO 9001	Quality Management

4.5 MATERIAL:

1. Materials shall be in current production, as offered to commercial trades, and shall be of top quality. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE.
2. Any materials components and/or parts used in complying with the contract shall be equal to or better than original equipment and meet the manufacturers' requirements.
3. Specified materials, components and/or parts and equipment shall be standard products of a manufacturer regularly engaged in the manufacture of such products. Specified equipment shall essentially duplicate equipment that has performed satisfactorily for at least two (2) years prior to bid opening. Standard products shall have been in satisfactory commercial or industrial use for two (2) years prior to bid opening. The 2-year requirement shall include applications of equipment and materials under similar circumstances and used for projects of similar size. The product shall have been for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the two-year (2) period.
4. The contractor is responsible for all testing equipment that is used to perform the requirements of the specification/scope of work.
5. The contractor is responsible for chemicals and cleaning equipment required in the performance of this contract.

4.5.1 MATERIAL PERFORMANCE REQUIREMENTS

1. The burden of ascertaining product/performance equality of proposed substitutions from those items specified by the manufacturer is to be borne by the Contractor. Product substitutions will be accepted for review by the City. If data provided by the Contractor is deemed inadequate to make a determination as to the equality of the proposed substitute, without additional research by the City, it will be rejected. Approval by the City shall not relieve the Contractor from responsibility for any errors or omissions, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved by the City.
2. The material for this scope of work shall meet or exceed the American Society for Testing and Materials (ASTM), Underwriters laboratories (UL), American Society of Heating, Refrigeration, and Air Conditioning Engineers

(ASHRAE), Manufacture's standards, and/or other code recognized agency as required by the national, state and local codes.

3. Instruments used to perform the requirements of the specification/scope of work shall meet industry standards, ASTM calibration standards, American Society for Nondestructive Testing recommended practice, ASME Code requirements and/or other accepted standards by CDDR.
4. Chemicals used in the contract shall meet industry, environmental, and ASTM standards.

4.6 SITE INSPECTIONS:

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

4.7 SERVICE LOCATIONS

The City of San Antonio reserves the right to delete locations during this contract. The locations initially included on this service agreement, include the service locations as indicated below:

Trane Units:

City Hall

100 Military Plaza

San Antonio, TX 78207

Two Units: North: Model # RTAA100AYQ01A3D0KMNB; South: Model # RTAA100AYQ01A3D0KMNB

Fire Training Academy

300 South Callaghan Road

San Antonio, TX 78228

One Unit: Model # RTAA1104XQ01A3D0ANBP

One-Stop DBSC

1901 S. Alamo St.

San Antonio, TX 78204

One Unit: Model # RTAC2254UD

Public Safety Tech Center (PSTC)

515 Frio

San Antonio, TX 78207

Two Units: North: Model # RTAA0904XF01A1C0FV; South: Model # RTAA0904XF01A1C0FV

York Units:

Emergency Operations Center (EOC)

8130 Inner Circle

San Antonio, TX 78235

Two Units: Model # YCAV187SA46VABBX; Model # YCAV187SA46VABBX

Municipal Courts – Frank D. Wing

401 Frio St.

San Antonio, TX 78207

Two Units: Model # YCWS0220SC46ZAASB; Model # YCWS0220SC46ZAASB

Public Safety Answering Point (PSAP)

8039 Challenger Dr.

San Antonio, TX 78235

Two Units: Model # YCIV0357PA46VABBXT; Model # YCIV0357PA46VABBXT

Public Safety Headquarters (PSHQ)

315 S Santa Rosa Ave

San Antonio, TX 78207

Two Units: Model # YKDCDSQ4-CJG; Model # YKDCDSQ4-CJG

Municipal Plaza Building

114 W. Commerce

San Antonio, TX 78205

Two Units: Model # YCWS0240C46ZAASB; Model # YCWS0240C46ZAASB

Daikin Units:

International Building

203 South Mary's Street

San Antonio, TX 78207

Two Units: Model: WMC250D Serial STNU 131100135 and STNU 131100141

4.8 CONTRACT COMPLETION DATE:

Scheduled Maintenance shall be completed in accordance with the maintenance schedule and RFCSP 6100008871 requirements.

4.9 CONTRACTOR GENERAL REQUIREMENTS:

1. Adhere to the terms and conditions identified in this solicitation.
2. Provide a primary point-of-contact.
3. Provide a letter from the manufacturer that the contractor is certified to perform the requirements of this solicitation (See PROOF OF LICENSING AND CAPABILITY).
4. Perform and complete all work required. Contractor shall diligently perform the work to completion within the time set forth in the solicitation. The period of performance shall include, but is not limited to, mobilization, city recognized holidays, weekend days, normal inclement weather, and cleanup; therefore, claims for delay shall not be allowed.
5. Ensure contractor personnel are in compliance with the service requirements of this specification. Failure to comply with City service requirements may result in the cancellation of the contract or purchase order.
6. Contractor shall adhere to all applicable Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this solicitation. Ignorance on the part of the Contractor will in no way relieve the Contractor from responsibility.
7. Contractor shall perform all work safely and follow required safety standards to include, but not be limited to, OSHA, Federal, State, and City codes.
8. Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants of potential hazards.
9. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, and flagmen and police support, as required for each job. Proposed traffic control methods must be submitted to the City for approval prior to the commencement of work.
10. Contractor shall deliver, store, and handle all materials in a manner that shall prevent damage to the equipment and/or related components.
11. It shall be the Contractor's responsibility for storage of any materials and the City will not be responsible for loss or damage to materials, tools, equipment, or work arising from acts of theft, vandalism, malicious mischief or other causes.

12. The Contractor shall thoroughly examine and become familiar with the City facility where services shall be performed, prior to commencing work, to ensure the service can be completed in an orderly and safe manner.
13. Contractor shall be responsible for obtaining all required permits applicable to the performance of this solicitation. Contractor shall include all such costs within Attachment B, Price Schedule, as an all-inclusive price. Contractor shall ensure any work that requires a separate license is performed under the applicable license as required under local or state law.
14. Ensure all equipment and tools are well maintained, calibrated and in proper working order before use in the performance of this service.
15. Protect furnishings and other items with tarps, plastic sheeting or other methods as required and prior to commencing work.
16. Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the work, Contractor shall remove from the premises all rubbish, tools, scaffolding, equipment, and materials that is not the property of the City. Upon completing the work, Contractor shall leave the site in a clean and orderly condition satisfactory to the City. Final cleanup is part of the work and Contractor is responsible for all construction refuse disposal containers and their removal from the site.
17. No debris shall be dumped and left in about the building, on the roof and/or surrounding areas.
18. Contractor shall not use City's waste disposal containers.
19. Contractor shall properly dispose of all debris, old materials, and trash resulting from the specified work in an approved landfill. Contractor shall be responsible for the disposal of all waste to include universal and hazardous materials resulting from the work. Handling and transporting of all waste materials shall be performed in accordance with safety and environmental regulations. Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.
20. Contractor shall confine its operations (including storage of materials) to areas authorized or approved by the City.
21. Contractor shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages shall be reported, repaired or replaced by Contractor at no cost to the City.
22. The Contractor shall be responsible for all long distance phone charges.
23. Contractor shall notify the City's representative once the work is complete and ready for its intended use.

4.10 SERVICE REQUIREMENTS:

1. Services not required by the contractor:
 - a. Contractor shall not be required, as part of the maintenance services, to conduct a safety test, unless recommended as part of scheduled maintenance by the equipment's manufacturer, or to install new components or additional controls as recommended or directed by any insurance company or laboratory, or governmental authority, or to make replacements mentioned herein with parts or devices of a different design for any reason whatsoever.
 - b. Testing of equipment in new construction.
2. Services required: Contractor shall:
 - a. Provide maintenance services for all equipment. All work shall meet manufacturers' and industry standards.
 - b. Ensure that scheduled maintenance, other services or replacements of damaged, broken, or worn parts are done in such a way that safe operation of equipment is not affected.

- c. Furnish a qualified maintenance technician on the job site for the performance of services. Contractor shall maintain an adequate number of trained personnel in San Antonio, Texas at all times specifically assigned to perform services for this contract.
 - d. Manage technicians to ensure they are available to perform service on the Equipment, and not interfere with the regular maintenance personnel that are working on scheduled maintenance tasks in order to prevent interruptions.
 - e. Develop and provide a Service Plan for the City's Equipment. The service plan shall provide the items that Contractor will check during the scheduled maintenance service. In addition, the plan shall include, but is not limited to: codes requirements, manufacturers' requirements, industry standards, regulatory requirements, etc.
 - i. Contractor shall establish and adhere to the service plan, which shall meet the manufacturers' recommendations and normal practices of the trade, and the minimum specifications contained herein. A copy of the proposed service plan and schedule shall be submitted for each type of equipment. This schedule shall include maintenance checklists, which shall become the property of the City of San Antonio when completed. The maintenance checklist along with the service plan shall be permanently maintained in each mechanical room or an outside weather proof box for the locations covered by this contract. An electronic copy of the plan shall be provided to CDDR (See SUBMITTALS).
 - ii. The service plan is a written document that addresses the recommended plan or method to evaluate the effectiveness and efficiency of the equipment, and industry and manufacturers' recommendations.
 - f. Contractor shall develop and provide a Life Cycle Management Program.
 - g. Contractor shall develop and provide service reports.
 - h. Contractor shall be responsible for the scheduled maintenance and service calls of all electrical circuits and plumbing components pertaining to the operation of the chiller systems covered under these specifications.
 - i. Contractor shall provide service log reports.
 - j. Contractor shall participate in semiannual meeting and other meetings as necessary.
 - k. The contractor is responsible cleaning any spill and protecting other areas of the facility.
 - l. Take samples as part of the scheduled maintenance and/or to evaluate problem as required by the other services.
3. The service plan shall consist of, but shall not be limited to:
- a. Equipment Manufacturer, Model, and serial number
 - b. Equipment Location
 - c. Maintenance Schedules for:
 - i. Compressor,
 - ii. Controls,
 - iii. Condenser,
 - iv. Evaporator,
 - v. Expansion valves,
 - vi. Compressor chiller unit,
 - vii. Electrical equipment,
 - viii. Estimated time to complete the task,
 - ix. Description of the task,
 - x. Materials and tools needed,

- xi. Measurements to be taken,
 - xii. Manufacturers' requirements, etc.
- d. Tests required as part of the Maintenance Schedules
 - e. Recommended calibration
 - f. Operating log
 - g. Quality Control Program
 - h. Equipment age, condition, accumulated wear
 - i. Environmental conditions
 - j. Safety precautions and personal protective equipment (PPE) needed to perform the task.
 - k. Each task performed needs to be signed and dated by Contractor's technician upon completion.
4. Life Cycle Management Program and Reports shall consist of but shall not be limited to:
- a. Contractor shall provide an asset life cycle management program and reports that conducts a full analysis of the current equipment installation and prepares a modernization plan to improve the equipment to modern safety, accessibility, performance, and aesthetics standards. The plan shall evaluate investment schedules and constraints to assist the CDDR with budgeting for the equipment recommended. The report shall consist of, but is not limited to:
 - i. General Information
 - 1. Equipment manufacturer, model and serial number
 - 2. Type of equipment
 - 3. Report Date
 - ii. Compare results versus the manufacturer's specifications.
 - iii. Review test data and maintenance reports
 - iv. Identify condition of the systems
 - v. Provide trends based on tests, reports, manufacturer information, and other data sources.
 - vi. Evaluate performance
 - vii. Evaluate service life
 - viii. Provides recommendations
 - ix. Expected O&M and other services to include estimated costs
 - x. Technology and Operations Improvements
5. The Contractor shall provide service reports. Contractor shall provide a comprehensive written and/or computerized service report based on each system after services completed in each location. The reports shall consist of, but shall not be limited to:
- a. A written report for the services and other task within this solicitation.
 - b. Start time and completion time
 - c. Date service was performed.
 - d. Person requesting the service.
 - e. Type of equipment (make, model #, serial number)
 - f. Maintenance task performed.
 - g. Adjustments and other recommendations.
 - h. Test performed and equipment condition.
 - i. Environmental condition.
 - j. Improved technology.
 - k. Manufacturers' requirements.
 - l. Industry standards.

- m. Operating Logs.
 - n. Itemized parts list.
 - o. Detailed list of other services performed as part of the maintenance or other services.
 - p. Photos showing condition of equipment and equipment information.
 - q. If any non-contract equipment (e.g. pumps, cooling towers etc.) is found to be in need of other services for the proper operation of the chillers, Contractor shall include information in the service report.
 - r. Compare results versus the manufacturer's specifications.
 - s. Provide deficiencies found and recommendations for other services and/or replacement. The report shall advise of all inspection problems or potential problems, and include the maintenance history of all components within each system. The report shall include suggested services for items that are in danger of imminent failure and an itemized cost estimate. This cost estimate shall not be construed as an authorization for additional work. Submit extra work proposals to the CDDR before the next service.
 - t. The maintenance report to include checklists and scheduled item completed.
 - u. If the system does not pass, Contractor shall supply an itemized estimate cost for services to make the system functional at full load rating to the CDDR.
 - v. Contractor shall maintain proper electronic records of equipment serviced under this contract that includes, but is not limited to, facility site name, site location, zip code, equipment nomenclature - make/brand, model number, BTU / Ton size, serial number, approximate date of installation or manufacture date, maintenance tasks performed (inspected, lubricated, and/or adjusted), service completed with dates, description of major problems, type of units, number of units, date and name of the technician(s) who serviced the equipment, and certification by Contractor that maintenance has been performed.
 - w. Contractor shall furnish a legible report at each service call to the CDDR for signature verifying the service was performed and checked by the designated department representative. The report shall have attached a checklist of items addressed and a completed for the equipment.
 - x. The report shall be signed and dated by Contractor's technician upon completion.
6. As part of the service report, the Contractor shall provide operating logs. The operating logs shall consist of, but are not limited to:
- a. General Information
 - i. Date
 - ii. Time
 - iii. Location
 - iv. Model
 - v. Serial Number
 - vi. Equipment Room temperature
 - vii. Outdoor Temperature
 - viii. Hour Meter Reading
 - ix. Equipment Condition
 - x. Chiller Status
 - xi. Control Mode
 - xii. Number of Starts
 - xiii. Last Start Time
 - xiv. Last Stop Time
 - xv. Software ID
 - xvi. Technician Name
 - xvii. Refrigerant
 - xviii. Compressor FLA
 - xix. Contractor shall provide the manufacturer's operating and/or design parameters for the compressor, evaporator, condenser, motors, and refrigerant and note whether the equipment is within the manufacturer's operating and/or design parameters.
 - b. Compressor
 - i. Suction Pressure

- ii. Suction Temperature
- iii. Suction Superheat
- iv. Discharge Pressure
- v. Discharged Temperature
- vi. Saturate Superheat Temperature
- vii. Saturate Suction Temperature
- viii. Saturate Discharge Temperature
- ix. Discharge Superheat Temperature
- x. Pressure Drop
- xi. Actual Discharge Pressure
- xii. Oil Pressure
- xiii. Oil Temperature
- xiv. FLA % (motor)
- xv. Line Voltage
- xvi. Meg Motor
- xvii. Compressor Contactors
- xviii. Compressor Speed
- xix. Current

c. Oil Separator

- i. Oil Level
 - 1. Oil Level Top Glass
 - 2. Oil Level Bottom Glass
- ii. Oil Added in gallons
- iii. Sample Taken
- iv. Oil Change
- v. Oil type
- vi. Oil Heater

d. Evaporator

- i. Inlet Temperature (Entering Chilled Water)
- ii. Outlet Temperature (Leaving Chilled Water)
- iii. Pressure drops
- iv. Flow Rate in GPM
- v. Evaporator Pressure
- vi. Evaporator Temperature
- vii. Suction Line Temperature
- viii. Suction S.H.
- ix. Evaporator Approach

e. Condenser

- i. Air System
 - 1. Air On Temperature
 - 2. Air Off Temperature
 - 3. Fan Motors Amps
 - 4. Rated Fan Motors
 - 5. Fin Condition
 - 6. Condition of Coils (Clean, dirty, washed)
 - 7. Fan Condition
 - 8. Fan Motor condition
 - 9. Fan Blades
 - 10. Condenser Fan Stage
- ii. Water System
 - 1. Inlet Temperature (Entering Condenser Water)
 - 2. Outlet Temperature (Leaving Condenser Water)
 - 3. Pressure Drop
 - 4. Flow Rate in GPM

- iii. Condenser Pressure
- iv. Condenser Temperature
- v. Discharge S.H.
- vi. Liquid Line Temperature
- vii. Liquid Sub-cooling
- viii. Condense Approach
- ix. Lift Pressure

f. Motor

- i. Motor % RLA
- ii. Motor Amps
- iii. Min RPM
- iv. Max RPM
- v. KW
- vi. IGV %
- vii. Motor Temperature

g. VSD

- i. Condition of Cabinet
- ii. Set Points and Safety Cut-outs
- iii. Board Connections
- iv. Glycol Pumps (if applicable)
- v. VSD Frequency
 - 1. Actual
 - 2. Command
- vi. VSD Bus Voltage
- vii. VSD Internal Ambient Temperature
- viii. VSD Cooling System Status
- ix. VSD IGBT BASEPLATE Temperatures

h. Other Information

- i. Leaving Chilled Water Set Points
 - 1. Range
- ii. Display Language
- iii. Display Unit
- iv. Pull Down Rate
- v. Chilled Liquid Mode
- vi. Chilled Water Reset
- vii. Remote Temperature Reset
- viii. Startup Delta
- ix. Shutdown Delta
- x. Begin Amp Limit
- xi. Max Amp Limit
- xii. Manual Amp Limit
- xiii. Ramp Time
- xiv. Remote Current Reset
- xv. Soft Load
- xvi. Current Alarms
- xvii. Programmed Cutout
 - 1. Suction Pressure Cutout
 - 2. Low Ambient Cutout
 - 3. Leaving Chilled Liquid Temperature Cutout
 - 4. High Motor Current Unload % FLA
- xviii. Enable Lag
- xix. Disable Lag
- xx. Lead/Lag Control
- xxi. Delay Time
- xxii. Sight Glasses Condition (Clear, Leaks)
- xxiii. Refrigerant Charge

- xxiv. Leak Check
- xxv. Piping: Flow switch Condition
- xxvi. Economizer Solenoid Status
- xxvii. Fed/Drain Valve percent open
- xxviii. Flash Tank Level

i. Recommendations

7. Contractor shall perform equipment installation. The Contractor shall:

- a. All work, performed under scheduled maintenance, emergency, urgent, and routine service calls, shall meet the following minimum requirements:
 - i. Installed equipment shall meet manufacturer's requirements and it shall be leveled and plumbed.
 - ii. Maintain manufacturer's recommended clearances.
 - iii. Arrange units so controls and devices that require servicing are accessible
 - iv. Install interconnecting wiring to controls and sensors.
 - v. Any relocation of the equipment shall be coordinated with CDDR and shall be performed by licensed and certified technicians.
 - vi. No installation of any equipment to be made without express written approval by the CDDR.

8. All labor required to perform scheduled maintenance services and all replacement parts for scheduled maintenance services shall be included in Attachment B, Price Schedule, column C and D, Spring Service – Fall Service.

a. Material to be provided by the contractors that is part of the chiller system shall include, but is not limited to:

- i. Belts
- ii. Screws, bolts, washers, other securing parts
- iii. Lubricants, grease, and oils
- iv. Broken and burnt electrical wiring and end terminals - American Wire Gage (AWG) conductor size 10 and smaller and end terminals to include wire to wire connectors, wire to board connector, wire crimp terminals, ring terminals, spade terminals, quick disconnect, hook terminals, eyelets, butt connector, tap connectors, bullet connectors, X & Y connectors, multi-pin connectors, battery connector, lug connectors, wire cable ties, twist ties, beaded security ties, releasable cable ties, self-cutting cable ties, cable tie mounting bases, mounting cable ties, etc. for AWG10 and smaller
- v. Piping Supports - hook plate, single-hole pipe clamp, pipe brackets 2 inches and smaller
- vi. Tubing, Pipe caps and pipes – 1 inch and smaller
- vii. Batteries – size D and smaller that are not hard-wired to the batteries
- viii. Fittings and flare nuts - ½ inch and smaller
- ix. Hoses – hose sizes ½ inch and smaller and not longer than 3 feet
- x. Lights – lights 24 volts and smaller
- xi. Other parts, etc. (to include but not limited to; Glycol and other chemicals internal to the chillers)
- xii. Other material requirements:
 - 1. When equipment, parts and/or components are replaced as a unit, and an updated design of the replacement is available, the newer design item shall be used as a replacement.
 - 2. If a part and/or component are found to be defective it shall be replaced at no cost to the City, unless the replacement is included in a larger service. For example: multiple components are required to be replaced due to an electrical fire, lightening, etc.
 - 3. Replace packing material on control valves and in pump as often as necessary to insure proper operation and to prevent valves and pumps from leaking.

b. Material not included in the scheduled maintenance:

- i. Replacement of Pumps
- ii. Replacement of Controllers
- iii. Replacement of Solenoid and motorized valves
- iv. Replacement of Compressor
- v. Replacement of Tubes
- vi. Replacement of Sensors
- vii. Replacement of Gauges
- viii. Replacement of Flow Switches
- ix. Replacement of Switches

- x. Replacement of Packing Material
- xi. Replacement of Piping Supports (other than included items in 4.10, 8. a. v. above)
- xii. Replacement of Support Equipment
- xiii. Replacement of Actuating Devices
- xiv. Replacement of On Stream Analyzers
- xv. Replacement of Timers
- xvi. Replacement of broken and burnt electrical wiring and end terminals (other than included items in 4.10, 8. a. iv. above)
- xvii. Replacement of Tubing, Pipe Caps and Pipes (other than included items in 4.10, 8. a. vi. above)
- xviii. Replacement of batteries (other than the included items in 4.10, 8. a. vii. above)
- xix. Replacement of Fitting and Flare nuts (other than included items in 4.10, 8. a. viii. above)
- xx. Replacement of Hoses (other than included items in 4.10, 8. a. ix. above)
- xxi. Replacement of Lights (other than included items in 4.10, 8. a. x. above)

9. Contractor shall perform scheduled maintenance of the chillers listed herein to satisfy, but is not limited to the following requirements as per the manufacturer's specifications. In addition, any requirement not listed but deemed necessary per the manufacturer's specifications shall be included. Contractor shall ensure any calibration and control checks that are performed are signed off by the CDDR. The items below are provided so that Contractor understands the minimum expected service levels to be provided to the City under the terms of this contract. The service level consists of but is not limited to:

a. Spring Equipment Maintenance and Inspection Services: (First two weeks of April - per Attachment I – Maintenance Schedule).

- i. General Maintenance and Inspection – Contractor shall:
 - 1. Perform visual inspection of overall conditions like cleanliness, paint corrosion, etc.
 - 2. Assess for necessity of replacement parts.
 - 3. Inspect for unusual noise, unusual vibrations, and odors.
 - 4. Inspect system for leaks in piping, flange connections; conduct leak test for refrigerant and oil by industry standard methods; correct and stop minor leaks.
 - 5. Inspect/replace filter drier in motor cooling line.
 - 6. Clean all sight glasses and verify levels. Replace broken sight glasses, if required.
 - 7. Calibrate refrigerant monitor and change refrigerant filters.
 - 8. Review alarm history and operational log with CDDR.
 - 9. Inspect and verify accuracy of all sensors and transducers
- ii. Motors – Contractor shall check:
 - 1. Ampere balance (within 10% or mfg. recommendations, whichever is lower).
 - 2. Terminal (tight connection, porcelain clean, wire in good condition).
 - 3. Motor Cooling (Check temperature)
- iii. Vane Operations:
 - 1. Compressor Loads:
 - a. Operate Manual Switch
 - b. Record Motor Amps
 - 2. Compressor Unloads:
 - a. Operate Manual Switch
 - b. Record Motor Amps
 - 3. Vanes Will Hold (place manual switch in old) and Observer Water Temperature and Record Amps.
 - 4. Verify vane control system. Lubricate as required.
- iv. Controls – Contract shall:
 - 1. Verify set points and operation of operating controls
 - a. Operating Controls
 - i. Check setting and Operations
 - ii. Check Vane Control Setting and Operations
 - iii. Verify Motor Load Limit Control
 - iv. Verify Load Balance Operations
 - b. Projective Controls
 - i. Test Operations
 - 1. Alarm relay
 - 2. Pump Interlocks
 - 2. Verify start, stop and anti-cycle timers.
 - 3. Clean inside and outside of cabin.

4. Check connections for tightness.
 5. Check operation of indicator/alarm lights and LED/LCD displays.
 6. Check all gauges for proper connections, errors, breakage and anything that may impede accurate measurements.
 7. Inspect, clean and test flow switches and flow sensors
 8. Inspect, check and test refrigerant sensors.
 9. Inspect, clean and test non-refrigerant sensors.
- v. Compressor –Chiller Unit:
1. Leak Test – Contractor shall check:
 - a. Compressor Fittings and Terminals
 - b. Pipe Fittings
 - c. Vessel Relief Valves
- vi. Contractor shall provide all Lock Out/Tag Out requirements for the units as well as all shut down and start-up procedures.
- vii. Contractor shall complete maintenance service report.

b. Fall Equipment Maintenance and Inspection Services (November & First Two Weeks of December per Attachment I – Maintenance Schedule):

- i. General Maintenance and Inspection – Contractor shall:
 1. Perform visual inspection of overall conditions like cleanliness, paint corrosion, etc.
 2. Assess for necessity of replacement parts.
 3. Inspect for unusual noise, unusual vibrations, and odors.
 4. Inspect system for leaks in piping, flange connections; conduct leak test for refrigerant and oil by industry standard methods; correct and stop minor leaks.
 5. Inspect/replace filter drier in motor cooling line.
 6. Clean all sight glasses and verify levels. Replace broken sight glasses, if required.
 7. Calibrate refrigerant monitor and change refrigerant filters.
 8. Review alarm history and operational log with CDDR.
 9. Inspect and verify accuracy of all sensors and transducers.
- ii. Motors – Contractor shall check:
 1. Ampere balance (within 10% or mfg. recommendations, whichever is lower).
 2. Terminal (tight connection, porcelain clean, wire in good condition).
 3. Motor Cooling (Check temperature)
- iii. Vane Operation:
 1. Compressor Loads:
 - a. Operate Manual Switch
 - b. Record Motor Amps
 2. Compressor Unloads:
 - a. Operate Manual Switch
 - b. Record Motor Amps
 3. Vanes Will Hold (place manual switch in hold) and Observer Water Temperature and Record Amps.
 4. Verify vane control system. Lubricate as required.
- iv. Controls – Contractor shall:
 1. Verify set points and operation of operating controls
 - a. Operating Controls
 - i. Check setting and Operations
 - ii. Check Vane Control Setting and Operations
 - iii. Verify Motor Load Limit Control
 - iv. Verify Load Balance Operations
 - b. Projective Controls
 - i. Test Operations
 1. Alarm relay
 2. Pump Interlocks
 2. Verify start, stop and anti-cycle timers.
 3. Clean inside and outside of cabin.
 4. Check connections for tightness.
 5. Check operation of indicator/alarm lights and LED/LCD displays.
 6. Check all gauges for proper connections, errors, breakage and anything that may impede accurate measurements.
 7. Inspect, clean and test flow switches and flow sensors.

8. Inspect, check and test refrigerant sensors.
 9. Inspect, clean and test non-refrigerant sensors.
 10. Check operation of oil pressure and temperature controllers.
 11. Check operation of head pressure controls and control valves.
 12. Calibrate the valves and controls.
 13. Check and calibrate flow switches operation.
 14. Check and adjust water flow and refrigerant level.
- v. Compressor –Chiller Unit:
1. Leak Test – Contractor shall check:
 - a. Compressor Fittings and Terminals
 - b. Pipe Fittings
 - c. Vessel Relief Valves
- vi. Lubrication System – Contractor shall:
1. Check oil-heater and verify the oil temperature.
 2. Check operation of the pump.
 3. Check the solenoid valve, strainer and associated equipment.
 4. Change the oil filter(s).
 5. Take oil sample for testing before purging the system (See ANNUAL TEST SERVICES)
 6. Dispose of the waste oil and other fluids in compliance with relevant EPA/OSHA regulations.
- vii. Purge System – Contractor shall:
1. Clean oil separator and float; replace oil.
 2. Replace filter/drier in purge line.
 3. Clean strainer and orifice.
 4. Brush clean condenser coil.
 5. Drain water as required and record volume drained.
 6. Check purge operations.
 7. Check each tank and coil.
- viii. Electrical System – Contractor shall:
1. Check the interior and components of the starter for cleanliness, moisture and oil free conditions.
 2. Measure and record voltages on all phases.
 3. Check all the contacts for signs of wear and pitting.
 4. Measure and record load current on all phases on the compressor motor and compare with installed meter and nameplate values.
 5. Check the motor terminals. Replace and restore damaged insulation.
 6. Check and record all voltages and amperages.
 7. Check the overload relays.
 8. Where applicable, check oil in the dashpot and dash pot setting. Replace oil, if contaminated.
 9. Meg the motor and record readings.
 10. Check capacitors and replace as needed.
- ix. Condenser and Evaporator Tubes – Contractor shall:
1. Mechanically brush clean the evaporator tubes, thoroughly clean head plate and end sheets, replace gaskets and replace insulation as needed.
 2. Perform eddy current test on evaporator tubes.
 3. This work only applies to the following locations;
 - a. Public Safety Headquarters (PSHQ)
 4. Mechanical brush cleaning of the condenser tubes, thoroughly clean head plate and end sheets, replace gaskets, replace insulation as needed for all chillers with a water cooled condenser.
 5. Perform eddy current test on condenser tubes.
 6. Thoroughly clean, using a non-acid type coil cleaning chemical and water, the condenser coils in the case of all chillers with an air cooled condenser.
 7. This work only applies to the following locations;
 - a. Public Safety Headquarters (PSHQ)
 - b. Municipal Courts – Frank D. Wing
 - c. Municipal Plaza Building
 - d. International Building
- x. Contractor shall provide all Lock Out/Tag Out requirements for the units as well as all shut down and start-up procedures.

xi. Contractor shall complete maintenance service report.

c. Fall Test Services (per Attachment I – Maintenance Schedule): The Contractor Shall:

i. Collect and test oils:

1. Spectrochemical Analysis: Identifies the type and concentration of wear metals such as iron, aluminum, lead, copper, tin, zinc, chromium, nickel, silver, titanium, silicon, boron, sodium, potassium, molybdenum, calcium, barium, magnesium, antimony, vanadium, etc.
2. Water Analysis: Determine the amount of water present in the oil.
3. Total Acid Number (TAN): Measure the acidity of the oil.
4. Viscosity: Determine the viscosity
5. Contractor shall provide reports. The reports shall consist of but are not limited to:
 - a. Recommendations.
 - b. Comparison of oil results versus the manufacturer's specifications.
 - c. General Information
 - i. Equipment manufacture, model and serial number
 - ii. Type of equipment
 - iii. Oil Type
 - iv. Report Date
 - v. Date the samples were dawn
 - vi. Date the samples were tested
 - vii. Laboratory performing the test
 - d. A note that laboratory and technician met certification requirements.
 - e. Testing methods
 - f. Analysis results in parts per million or other unit as applicable.

ii. Perform Eddy Current Tube Analysis as listed herein:

1. Perform Eddy Current Tube Analysis
2. Contractor shall provide reports. The reports shall consist of but are not limited to:
 - a. Recommendations.
 - b. Comparison of results versus the manufacturer's specifications.
 - c. General Information
 - i. Equipment manufacture, model and serial number
 - ii. Type of equipment
 - iii. Report Date
 - iv. Test Dates
 - d. A note that instrument and technician met certification and qualification requirements.
 - e. Testing methods.
 - f. Limitations
 - g. Graphical information
 - i. Test signals
 - ii. Tube map showing defects
3. Tube information (type, alloy, count, nominal OD, nominal wall, length, internal support, etc.)
4. Instrument used
 - a. Calibration information.
5. Test procedures.

iii. Conduct Refrigerant Analysis:

1. Perform analysis in accordance with Air Conditioning and Refrigeration Institute (ARI) standards.
2. Contractor shall provide reports. The reports shall consist of but are not limited to:
 - a. Recommendations.
 - b. Comparison of results versus the manufacturer's specifications.
 - c. General Information
 - i. Equipment manufacture, model and serial number
 - ii. Type of equipment
 - iii. Report Date
 - iv. Test Dates
 - d. A note that instrument and technician met certification and qualification requirements.
 - e. Testing methods.
 - f. Limitations

- g. Graphical information
 - 3. Instrument used
 - a. Calibration information.
 - 4. Test procedures.
 - iv. Vibration Analysis:
 - 1. Perform vibration analysis in accordance with industry standards
 - 2. Contractor shall provide reports. The reports shall consist of but are not limited to:
 - a. Recommendations.
 - b. Comparison of results versus the manufacturer's specifications.
 - c. General Information
 - i. Equipment manufacture, model and serial number
 - ii. Type of equipment
 - iii. Report Date
 - iv. Test Dates
 - d. A note that instrument and technician met certification and qualification requirements.
 - e. Testing methods.
 - f. Limitations
 - g. Graphical information
 - 3. Instrument used
 - a. Calibration information.
 - 4. Test procedures.
 - v. Infrared Thermal Testing:
 - 1. Perform thermal testing in accordance with industry standards to check thermal insulation on chiller and associated piping and to detect degradation and excessive heat generation of electrical components and wire connections.
 - 2. The Contractor shall provide reports. The reports shall consist of but are not limited to:
 - a. Recommendations.
 - b. Comparison of results versus the manufacturer's specifications.
 - c. General Information
 - i. Equipment manufacturer, model and serial number
 - ii. Type of equipment
 - iii. Report Date
 - iv. Test Dates
 - d. A note that instrument and technician met certification and qualification requirements.
 - e. Testing methods.
 - f. Limitations
 - g. Graphical information
 - 3. Instrument used
 - a. Calibration information.
 - 4. Test procedures.
10. Equipment failure - If these units fail under normal operating conditions and it is determined by the designated CDDR that the failure of a component was due to Contractor's negligence to perform the required maintenance accurately, the Contractor shall service or replace the parts and/or components, as required, at Contractor's expense.
11. Equipment changes - In the event a control system is altered, modified, changed, or if any equipment is in need of replacement, the Contractor shall provide a written explanation and estimate to the designated CDDR for approval prior to performing the recommended work. The additional work will be authorized when Contractor receives a purchase order.
12. Status Of Equipment Notification Requirement:
- a. Contractor shall notify the facility CDDR of any condition that impairs the continued safe use of the equipment covered under the scope of this contract, including, but not limited to: conditions which may cause injury; conditions which may cause damage to equipment; conditions which may be hazardous; and other abnormal condition per manufacturer's and/or industry standards. The Contractor shall notify the CDDR within thirty (30) minutes from taking out of service any equipment.

- b. Removal of unit from service: Removal of Equipment from service during peak hours shall be coordinated with and approved by City prior to removal. Removal of Equipment for service during off-peak hours is expected, but notification to and coordination with the City shall be provided within thirty (30) minutes from removing equipment from service.

13. Contract Service Logs: The Contractor shall:

- a. Service and callback logs shall consist of but are not be limited to:

- i. Service Provider number,
- ii. Date and time call was placed,
- iii. Date and time technician arrived,
- iv. Description of maintenance,
- v. Serial Number,
- vi. Model,
- vii. Location,
- viii. If applicable, estimated cost for additional services,
- ix. Description of any testing and inspection, etc.

14. Semi-Annual Meeting (Held in May & October every year) - Contractor shall meet with the City or its Designated Representative. The scope of this meeting shall include, but is not limited to:

- i. A review of the previous services and call backs.
- ii. A review of maintenance, including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of equipment from service;
- iii. A review of any reported complaints; and
- iv. A review of reports.

15. Removal of parts (excluding used filters and replaced parts) - No parts or components required for the performance of Services on the Equipment or required for its operation may be removed from the site without written approval from the City. This does not include renewal parts stocked on the job by Contractor, but does include parts and components that were installed with and are a part of the equipment, and parts delivered to the property and paid for by the City, which shall remain City's sole property.

16. Spills and other failures:

- a. The contractor shall be responsible for all clean-up costs and repairs due to any failure of contractor's treatment program, products, equipment, or service. Such clean up and repair will be limited to restoring condition of mechanical room and other rooms, boiler, condensate or chiller system to condition as found by contractor as described by the initial inspection report.
- b. Contractor shall collect and dispose of spill material.

4.11 GENERAL WORK REQUIREMENTS:

1. Contractor shall furnish all labor, equipment, materials, and supplies required to comply with the solicitation.
2. Contractor shall perform all work in strict compliance with the requirements of the manufacturer's requirements, and all applicable federal, state, and local laws and regulations.
3. Contractor shall lay out the work using acceptable practices before starting any activities.
4. Time shall be based on actual time spent on the job site. Travel charges to the job site will NOT be allowed. Mileage and travel time to and from the job site is not reimbursable under this contract. Mileage and travel costs shall be included in the quoted prices. City shall not be responsible for trip charges and/or service charges related to Contractor delivering the wrong part. Contractor shall only invoice the City for the time spent on City's property and in accordance with Attachment B, Price Schedule.
5. Additional work on this contract can only be performed with prior City approval. The City, however reserves the right to solicit bids from other companies on other service work that is not specifically included in the scope of this contract.

6. Before ordering any materials or performing any work, the Contractor shall verify all requirements and shall be responsible for correctness of the same.
7. Parts and/or components and workmanship shall be those as recommended by the manufacturer of the equipment, professional trade standards, and applicable codes and standards.
8. Contractor shall furnish manufacturer's recommended materials, data, and manuals, etc., for the scheduled maintenance of the chiller system to the City's Designated Departmental Representative (CDDR). See 4.12 Submittals.
9. Contractor staff, including but not be limited to, supervisor, service representatives and service technicians shall meet and follow all City security and other standards.
10. Contractor shall be responsible for the conduct and performance of the Contractor's employees including any subcontractors.
11. City will provide necessary and reasonable means of access to the equipment being serviced. Contractor shall be free to stop and start all primary equipment incidental to the maintenance of the equipment as necessary provided that arrangements in advance are mutually agreed upon by the Contractor and the CDDR. The Contractor shall furnish a detailed estimate of downtime for all services. Extended periods of equipment shutdown at any facility shall be coordinated through CDDR.
12. Contractor shall provide a digital picture for any failed part(s) and/or component(s) the replacement cost of which is over a \$500.00, aggregated cost, within 24 hours of service or as required by this specification/scope of work. The City may require Contractor to produce the failed part for City's inspection.
13. Prices for all services shall reflect all associated costs including materials and labor hours in accordance with Attachment B, Price Schedule.
14. Contractor's forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation of this contract, in whole or in part, at City's discretion.
15. The work in this solicitation shall be performed while the facilities are occupied or unoccupied; therefore, the Contractor shall provide the services in a manner which does not impact or interfere with occupants' daily responsibilities.

4.12 SUBMITTALS

1. All submittals shall be provided in writing and/or electronic formats to the CDDR. All submittals shall be emailed directly to the CDDR.
2. A manufacturer's letter certifying that the contractor is authorized to provide the services required under this solicitation shall be submitted with the bid response in accordance with Section 4.2(2).
3. Product and Material Data: Within ten (10) calendar days after notice to proceed or issuance of City Purchase Order for the scheduled maintenance of the solicitation, Contractor shall submit product and material data for each type of product indicated or anticipated to be used under this solicitation to the CDDR. The product data shall include a manufacturer's printed statement of Volatile Organic Compounds content. For other services or other requirements, the Contractor shall provide the material data information within five (5) calendar days after notice to proceed or issuance of City Purchase Order.
4. Within fifteen (15) calendar days after contract award, Contractor shall provide an annual contract/project schedule for the period from the contract start date through September 30th to City's Designated Departmental Representative (CDDR) for approval and coordination with Facilities representative or designee. The contractor shall provide a new schedule by October 1st for the next fiscal year, which period begins October 1 and ends September 30. Contractor shall continue to provide schedules annually for the same period thereafter throughout the term of this contract and all renewal periods.
5. In addition to the Invoicing and Payment terms in Section 006 - General Terms and Conditions and Exhibit #6 – Working with COSA – Keys to faster payments, all invoices must be submitted in duplicate (one copy to City's Designated Departmental Representative (CDDR) and original invoices to Accounts Payable).

- a) Invoice must include Purchase Order number.
 - b) Invoices must be legible.
 - c) Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any).
 - d) 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.
 - e) Payment by the City is deemed to be made on the date of mailing the check.
 - f) The following documentation shall be attached to each invoice to validate charges:
 - Proof of City Permit Fees Paid (if applicable)
 - Proof of final inspection.
6. If corrections to the invoice are required to meet City's requirements, the contractor shall make the corrections within two (2) calendar days after e-mail notification from CDDR.
 7. The Contractor shall provide warranty documents to the CDDR within five (5) calendar days after completion of the work.
 8. The Contractor shall provide manufacturers' maintenance procedures (O&M Manuals as applicable) to CDDR within five (5) calendar days after completion of the work.
 9. The Contractor shall provide installation procedures to CDDR within five (5) calendar days after notice to proceed or issuance of City Purchase Order.
 10. Service Plan: The Contractor shall provide written service plan within fifteen (15) calendar days after contract award. The plan shall include checklist of maintenance items, the source requiring the maintenance item, description of the item, frequency, time require, etc. The contractor shall provide a scheduled maintenance service plans by October 1st for the next fiscal year, which period begins October 1 and ends September 30. Contractor shall continue to provide scheduled maintenance service plans annually for the same period thereafter throughout the term of this contract and all renewal periods.
 11. Contractor shall provide a comprehensive written and/or computerized service report based on each system after testing, scheduled maintenance and other services are completed in each location. The report shall advise of all inspection problems or potential problems, and include the maintenance history of all components within each system. The maintenance report, to include checklists and schedules, shall be submitted to the CDDR within seven (7) calendar days after completion of the work. The report shall include photos showing condition and equipment information. Payment may be withheld on any unit if scheduled maintenance is not performed and/or report is not submitted as specified.
 - a. If the system does not pass a scheduled performance test, based on equipment failure not associated with Contractor negligence; Contractor shall supply an itemized estimate cost for the corrective services to make the system functional at full load rating to the CDDR.
 - b. Contractor shall provide oil test reports to the CDDR within thirty (30) calendar days after the sample has been taken.
 12. Contractor shall provide written safety and spill plans within fifteen (15) calendar days after award for the fiscal year. The Contractor shall provide updated safety and spill plans by September 1st for the next fiscal year to the CDDR. The contractor shall provide a safety plan by October 1st for the next fiscal year, which period begins October 1 and ends September 30. Contractor shall continue to provide safety plan annually for the same period thereafter throughout the term of this contract and all renewal periods.
 13. The Contractor shall provide a written Quality Control Program (QC Program) within fifteen (15) calendar days after award for the fiscal year. The Contractor shall provide a Quality Control Program by September 1st for the next fiscal year to the CDDR. The contractor shall provide a Quality Control Program by October 1st for the next fiscal year, which period begins October 1 and ends September 30. Contractor shall continue to provide safety plan annually for the same period thereafter throughout the term of this contract and all renewal periods.
 14. All submittals shall be provided in written and/or electronic formats and emailed directly to the CDDR.

15. Life Cycle Report: On an annual basis, Contractor shall provide an asset life cycle management program that conducts a full analysis of the current equipment installation and prepares a modernization plan to improve the equipment to modern safety, accessibility, performance, and aesthetics standards. The plan shall evaluate investment schedules and constraints to assist the CDDR with budgeting for the equipment recommended. Contractor shall provide the first plan within sixty (60) days of contract award and September 1st of each year to the CDDR. Contractor shall continue to provide Life Cycle Reports annually for the same period thereafter throughout the term of this contract and all renewal periods.
16. Contractor shall provide notification of deficiency and/or impairment of equipment in writing within twenty four (24) hours of the service or as required by the specification/scope of work.
17. Contractor shall provide a list of key staff and point of contact information within fifteen (15) calendar days after award to include the required certifications and licenses for key staff to CDDR. The contractor shall provide a list of key staff by October 1st for the next fiscal year, which period begins October 1 and ends September 30. Contractor shall continue to provide a list of key staff annually for the same period thereafter throughout the term of this contract and all renewal periods.
 - a. Contractor shall update the CDDR within five (5) calendar days of any revisions to the key staff and provide the required certifications and licenses for any new key staff.
18. The Contractor shall provide annual service and call back logs that include each location for the previous year by October 1 of each year to the CDDR. The contractor shall provide logs by October 1st for the previous fiscal year, which period begins October 1 and ends September 30. Contractor shall continue to provide logs annually for the same period thereafter throughout the term of this contract and all renewal periods.
19. Contractor shall provide digital photos of failed parts within twenty four (24) hours of the service to the CDDR or as required by the specification/scope of work.
20. The Contractor shall provide results of all samples taken to the CDDR within three (3) weeks.

4.13 WORK HOURS

1. Normal Working Hours: Normal working hours are defined as Monday – Friday, 8:00 AM to 5:00 PM, exclusive of City recognized Holidays.
2. Overtime work hours are Monday through Friday 5:01 p.m. to 7:59 a.m., all day on weekends and on City recognized holidays.
3. All work shall be coordinated with the respective CDDR or designee to ensure building access and the least amount of disruption to the building occupants at all locations.
4. Municipal Plaza Building: No work will be performed during City Council meetings. These meetings are typically held on Wednesdays and Thursdays, in the council chambers and B and C meeting rooms. Therefore, the Contractor cannot perform work in this facility during these days unless is approved by CDDR. Any work that will cause a disruption in service shall be performed on weekends.
5. Cliff Morton Development Business Center (One-Stop) & Fire Training Academy: Any work that will cause a disruption in service shall be performed on weekends due to the lack of equipment redundancy. (Work only performed on the weekends)

4.14 BUILDING RESTRICTIONS

1. ACCESS: The contractor shall make prior arrangements with the designated COSA representative for access to the building(s) to perform the services and obtain temporary access badges, if necessary.
2. IDENTIFICATION. Contractor's and subcontractors' personnel shall present a professional appearance and be readily identifiable to City staff when called out to perform work under this contract. Contractor shall have the following:
 - a. Vehicle(s) with Contractor's Logo

- b. Contractor Uniforms or Company Logo Apparel. Contractor's personnel shall present a neat appearance and be easily recognizable as a contractor employee. This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges which contain the company's name and employee's name. Contractor's uniforms shall be clean, unstained, well-fitting, and in good order. Shoes shall be sturdy construction and shall cover the foot to meet any required sanitation and safety requirements. Open-toed shoes, sneakers, sandals, and heels higher than two inches shall not be worn.
 - c. ID Badges. Contractor's employees and subcontractors performing work under this contract shall wear ID Badges at all times while performing work under this contract. Badge content must be approved by the City. As a minimum, badges shall contain name of Contractor, the technician and name of contractor performing the work (if different).
3. **PARKING:** The contractor shall make arrangements with the designated City representative prior to off-loading tools and equipment at the job site. The contractor shall park only in spaces assigned by the designated City representative.
 4. Contractor shall park only in designated parking spaces when performing services at any location. The Contractor shall park vehicle and equipment legally and pay all associated costs for parking if applicable. The City will not be responsible for any violations, fines, or tickets incurred by the Contractor.
 5. **RESTROOMS:** Restrooms shall not be used for washing of tools and equipment.
 6. **SECURITY:** The contractor shall provide a list of all contractor personnel or subcontractors at each job site and comply with all security measures required by the City. The Contractor personnel shall follow all required security standards and procedures to gain access to the facilities.

7. Criminal Background Checks

(a) Contractor is responsible for ensuring that each person performing services under this contract has successfully undergone a statewide background check for criminal conviction(s), evaluated in accordance with EEOC guidelines. Persons assigned to work under this contract must not have had any criminal convictions within the past 3 years for either a felony or a crime of moral turpitude.

(b) Contractor shall remove an employee from service under this contract should Contractor become aware that the employee has been convicted of a crime as described above.

(c) Contractor is responsible for any costs incurred in conducting criminal background checks, which shall be performed prior to the individual performing services hereunder.

(d) In order to conduct periodic contract compliance reviews, and to the extent permitted by law, City may request or review background check results at any time. Contractor shall provide copies of the requested information, or access thereto in San Antonio, Texas, and shall obtain authorization for the disclosure from the employee at time of hire, to the extent required. Contractor shall retain all criminal background checks for the retention period stated in section 006-General Terms and Conditions, and make them available in accordance therewith.

(e) Contractor will be providing services under this contract for facilities with access to Criminal Justice Information Services (CJIS). Persons with any of the criminal histories shown below are not allowed unescorted access to CJIS Facilities. Since City staff have their own responsibilities, Contractor's employees providing services to CJIS facilities must pass this criminal background check to provide services in these facilities.

1. Felony conviction – permanent disqualifier
2. Felony deferred adjudication – permanent disqualifier
3. Class A misdemeanor conviction - permanent disqualifier
4. Class A misdemeanor deferred adjudication - permanent disqualifier
5. Class B misdemeanor conviction – disqualifier for 10 years
6. Class B misdemeanor deferred adjudication - disqualifier for 10 years
7. Open arrest for any criminal offense (felony or misdemeanor) – disqualifier until disposition

8. Family violence conviction - permanent disqualifier

(f) Security Addendum for Criminal Justice Information Services (CJIS). Contractor will be required to provide services to City departments that perform criminal justice services. Criminal Justice Agencies, such as the San Antonio Police Department, are required to comply with the security requirements managed by the Federal Bureau of Investigations (FBI) and state agencies, such as the Texas Department of Public Safety. The federal Criminal Justice Information Services Security Policy (Policy) applies to every individual, contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Agency shall comply with the Policy and shall execute the CJIS Security Addendum attached to this agreement. Contractor's employees or agents who are subject to the Policy will be required to sign a Contractor Employee Certification and be finger printed. All costs associated with compliance with the CJIS Policy shall be borne by Contractor. Contractor shall comply with any changes made to the security requirements by law. Refer to Exhibit # 7 – CJIS Addendum

4.15 WARRANTY:

1. Contractor shall warrant that work performed conforms to the solicitation requirements and is free of any defect in equipment, material, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. All work provided by Contractor shall be warranted for a minimum period of one (1) year from the date of final acceptance of the work.
2. **PERFORMANCE WARRANTY:** Work performed under the solicitation shall meet all applicable standards and codes. Contractor shall guarantee all work against any defects in workmanship, and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one (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 one (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 (1) 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.
4. All work performed by Contractor under the terms of this contract shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. The City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Director. The City shall have the right to terminate this Contract, in accordance with Section 006 – Termination. However, the City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

4.16 UNSATISFACTORY PERFORMANCE:

1. Unsatisfactory performance may result in a negative vendor performance report. COSA may consider the following performance by the vendor as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:
2. "Call back" to correct the previous services.
3. Contractor personnel assigned does not have the skill or knowledge to diagnose the problem or perform the required services.
4. Contractor does not provide submittals as required by the solicitation.
5. Contractor does not complete the work as required by the solicitation.
6. Contractor does not provide invoice as required by the solicitation.
7. Contractor does not meet the project schedule as required by the solicitation.

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

4.17 DELIVERY, STORAGE AND HANDLING REQUIREMENTS

1. Materials shall be delivered to the job site by the contractor and the quantity shall be sufficient to provide services.
2. Materials shall be protected from the environment and temperature fluctuation.
3. Contractor shall not allow the product to freeze.
4. Due to the size of mechanical rooms, the contractor shall not store materials, parts and/or components without written authorization from CDDR.

4.18 QUALITY CONTROL PROGRAM

1. Only trained and certified technicians shall be used to provide services.
2. Only products shipped directly from the manufacturer or an approved distributor shall be used in this contract.
3. The contractor shall ensure that quality standards are met during and after maintenance services.
4. All services shall meet codes and manufacturers standards.
5. The contractor is responsible for quality services and quality control procedures.
6. The contractor shall provide a report that shows requirements were met.
7. The program shall meet ISO 9001 and/or similar standards.

4.19 SERVICES AND RESPONSE TIME:

Contractor shall maintain the services of a professionally staffed telephone answering system so that immediate and continuous contact on a 24 hour per day, 7 (seven) days per week and 365 days per year basis can be made. Answering service personnel shall be employed by Contractor. Answering machines are not acceptable.

Contractor shall provide a point of contact (name and phone number) to be available 24/7 including week, weekend, and holidays.

Contractor shall provide the name and phone number of the technician providing the services and ticket number or service number.

Parts and/or components for Other Services shall be at vendor cost plus markup per price schedule. The Contractor shall provide copies of receipts for all parts and supplies to the designated representative with the service invoice.

1. **SCHEDULED MAINTENANCE SERVICE:** The Contractor shall perform the scheduled maintenance on the scheduled date. If unforeseen conditions arise, (example bad weather during the scheduled date) on the initial proposed scheduled date, the Contractor shall notify CDDR via email or phone call. The rescheduled service shall be performed within fourteen (14) calendar days of the original scheduled maintenance date.

2. EMERGENCY SERVICE:

- a. The Contractor shall call back the CDDR within fifteen (15) minutes of receipt of phone call or email from CDDR.
- b. Contractor technician shall respond on site within one (1) hour of receiving the notification during both Normal Working Hours and Overtime Hours.
- c. **If an inspection reveals a problem exists in the equipment which is attributable to Contractor's lack of adherence to scheduled maintenance and quality controls, the total cost of the emergency service visit, including parts and labor, shall be borne by Contractor, and no additional charge will be authorized by the City. If the service is not attributable to Contractor's lack of adherence to scheduled maintenance and quality controls, then Contractor shall invoice the City based on labor rates and parts upcharge per Attachment B, Price Schedule. Refer to items e and f. below.**
- d. An emergency call is any condition that can potentially impact the health, safety and welfare of City employees and the public as determined solely by the City. The City will identify emergency calls at time of notification.
- e. Contractor shall not begin any work unless specifically requested by the CDDR in writing by issuance of a purchase order or by a request in writing by email from CDDR. After a request by email, a purchase order will be provided by CDDR within seven (7) business days after receipt of proposal. Contractor shall provide a quotation of the work to be performed with an estimated cost for service calls within one (1) business day for emergency service calls. This work shall be billed in accordance with labor and parts charges listed on the Price Schedule. The City will not pay for any unauthorized parts or labor charges. Contractor shall submit invoices for Emergency Service work with the City's purchase order number reflected on the invoice.
- f. Some emergencies are of such a nature that it is impossible to wait for issuance of a purchase order or creation of an estimate. The CDDR will determine which situations fall under these circumstances and Contractor shall provide the services needed as directed.
- g. Parts and/or components shall be charged at cost plus markup per the price schedule. The Contractor shall provide copies of receipts for all parts and supplies to the designated representative with the service invoice.
- h. The work shall be completed the same day of the notification but not to exceed twenty four (24) hours from the time of arrival to the site. If work cannot be completed during the same day of the notification due to unavailability of materials, the contractor shall get the system operational using temporary methods if possible. The contract shall order materials within four (4) hours and shall receive materials within twenty four (24) hours of the initial notification. The equipment shall be back to normal operations within forty eight (48) hours of the initial notification. If these requirements cannot be met, the contractor shall provide documentation to the CDDR for evaluation and a final completion date. The information shall be provided within two (2) hours from the time of arrival to the site.

3. URGENT SERVICES:

- a. Contractor shall call back the CDDR within fifteen (15) minutes of receipt of phone call or email from CDDR.
- b. Contractor technician shall respond on site within two (2) hours of receiving the notification during both Normal Working Hours and Overtime Hours.
- c. **If an inspection reveals a problem exists in the equipment which is attributable to Contractor's lack of adherence to schedule maintenance and quality controls, the total cost of the urgent service visit, including parts and/or components and labor, shall be borne by Contractor, and no additional charge will be authorized by the City. If the service is not attributable to Contractor's lack of adherence to scheduled maintenance and quality controls, then Contractor shall invoice the City based on labor rates and parts upcharge per Attachment B, Price Schedule. Refer to items d and e. below.**

- d. The work shall be completed the same day of the notification. If work cannot be completed during the same day of the notification due to unavailability of materials, the work shall be completed, within seven (7) calendar days of receipt of notification. All requirements shall be identified within twenty four (24) hours of the notification. Material requirements shall be processed and ordered within twenty four (24) hours of receipt of notification. The Contractor shall receive materials within three (3) days of receipt of notification. If these requirements cannot be met, the contractor shall provide documentation to the CDDR for evaluation and a final completion date. All work shall be completed within seven (7) calendar days after notification. If these requirements cannot be met, the contractor shall provide documentation to the CDDR for evaluation and a final completion date.
- e. Contractor shall not begin any work unless specifically requested by the CDDR in writing by issuance of a purchase order or by an email from the CDDR. A purchase order will be provided by CDDR within seven (7) business days. Contractor shall provide a quotation of the work to be performed with an estimated cost for repair within twenty four (24) hours of the request.
- f. Parts and/or components shall be charged at cost plus markup per the price schedule. The Contractor shall provide copies of receipts for all parts and supplies to the designated representative with the service invoice.

4. ROUTINE SERVICE:

- a. Contractor shall call back the CDDR within fifteen (15) minutes of receipt of phone call or email from CDDR.
 - b. Contractor technician shall respond on site within four (4) hours of receiving the notification during Normal Working Hours.
 - c. If an inspection reveals a problem exists in the equipment which is attributable to Contractor's lack of adherence to schedule maintenance and quality controls, the total cost of the routine service visit, including parts and/or components and labor, shall be borne by Contractor, and no additional charge will be authorized by the City. If the service is not attributable to Contractor's lack of adherence to scheduled maintenance and quality controls, then Contractor shall invoice the City based on labor rates and parts upcharge per Attachment B, Price Schedule. Refer to items e and f. below.
 - d. Parts and/or components shall be charged at cost plus markup per the price schedule. The Contractor shall provide copies of receipts for all parts and supplies to the designated representative with the service invoice.
 - e. The work shall be completed the same day of the notification. If work cannot be completed during the same day of the notification due to unavailability of materials, the work shall be accomplished within fourteen (14) calendar days after identifying the materials and other requirements and with City's approval. All requirements shall be identified within twenty four (24) hours of the notification. Material requirements shall be processed and ordered within twenty four (24) hours of receipt of notification. The Contractor shall receive materials within seven (7) days of the notification. If these requirements cannot be met, the contractor shall provide documentation to the CDDR for evaluation and a final completion date.
 - f. Contractor shall not begin any work other than Scheduled Maintenance, unless specifically requested by the CDDR in writing by issuance of a purchase order or by a request in writing by email from CDDR. Contractor shall provide a quotation of the work to be performed with an estimated cost for repair within twenty four (24) hours of the request.
5. **CALL BACKS AND RESPONSE TIME:** Call backs are returns for inspections or services for an incident that City previously requested, and for which Contractor previously reported having completed the services. Call backs during normal working hours and after normal working hours and city recognized holidays are included in the price of this contract. Call-back service is included at no additional cost to City. Call back response time shall be in accordance with an emergency service call.

4.20 OUT OF SERVICE CREDITS:

1. Whenever any Equipment or related components are inoperable or malfunctioning for extended periods, substantial and intangible harm may accrue to the City, its citizens and patrons. Therefore, it is imperative that Contractor respond to City's requests for service in a timely manner and complete all scheduled maintenance and repair within the time periods provided.
2. The City may invoke service credits if Contractor fails to return a call for service within the 15 minute response period, or fails to respond on site to a request for service within four (4) hours after Contractor's required response time for routine calls, two (2) hours after Contractor's required response time for urgent calls, or one (1) hour after Contractor's required response time for an Emergency Call. The applicable respective four-hour (4), two-hour (2) or one-hour (1) period starts when Contractor receives notification from the CDDR via a service call. Contractor shall be deemed to have received the service call or email at the time it is sent by City.
3. City may also invoke service credits if Contractor fails to:
 - (a) complete rescheduled Maintenance Service within fourteen (14) calendar days of the originally scheduled maintenance date;
 - (b) provide a quotation of the work to be performed with an estimated cost for repair within twenty four (24) hours of the request, or, in the case of Emergency Requests, within the same business day;
 - (c) complete Routine Service requests within fifteen (15) calendar days after receipt of City's purchase order, if work cannot be completed during the same day of notification due to unavailability of materials;
 - (d) complete Urgent Service requests within seven (7) calendar days after receipt of City's purchase order or notice to proceed by email if work cannot be completed during the same day of notification due to unavailability of materials; and
 - (e) complete Emergency Service requests within twenty-four (24) hours after receipt of City's purchase order or notice to proceed by email if work cannot be completed during the same day of notification due to unavailability of materials.
 - a. Scheduled service work that is not completed and results in an inoperable system is not cause for a waiver of the Service Credit.
4. The City may, at its discretion, instruct Contractor to perform this work at another specified time, in which case the service credit will not be invoked. The service credit does not apply to Force Majeure conditions, or when units are taken out of service to accomplish pre-planned, City approved activities.
5. The Service Credit is \$50.00 per hour or fraction of an hour, for each failure to meet a required response time, failure to provide a quotation of the work to be performed within the required period, and for each failure to complete repairs within the required period, and continues to accrue until such time as Contractor responds, provides the quotation, or completes the repair, as applicable. Acceptable operation of Equipment must be verified by the CDDR for repairs to be considered completed.
6. The Service Credit is not invoked in those instances where inoperable systems are a result of an accident caused by others and not due to Contractor's error, lack of scheduled maintenance, negligence, or failure to meet the response times indicated herein. Contractor is responsible for ensuring that the CDDR is made aware of these situations within thirty (30) minutes of arrival.
7. The Service Credits apply to equipment and related components separately; therefore, simultaneous breakdowns of several units may invoke multiple Service Credits. However, Service Credits shall not be applied in such a manner that would result in Contractor paying double or multiple credits for one item of Equipment that is inoperable.
8. The CDDR shall be the final authority on whether or not a service credit is invoked. When a service credit has been invoked, Contractor shall calculate such service credit and Contractor shall include the deduction on the next invoice. If the amount of the Service Credit exceeds the amount of the invoice, Contractor must continue to apply the service credit to subsequent invoices until the full amount has been applied. If the contract is at the end of its term, Contractor shall pay City any balance due in Service Credits within thirty (30) calendar days of the contract's expiration or termination. City's failure to invoke service credits at any point in time shall not be deemed a waiver. Continual failures by Contractor to expedite work to correct malfunctions is cause for termination of the contract and use of performance bond monies, among other things, may be utilized to perform required services.
9. The Parties agree that these Service Credits are liquidated damages, and not a penalty.

4.21 SPECIAL CONDITIONS:

1. Contractor will not be responsible to install additional equipment that may be required or recommended by insurance companies, governmental agencies, or others.
2. If at any time, after the date of the bid, Contractor reduces the comparable price of any article or service covered by this bid to customers other than City, the price to City for articles or services shall be reduced proportionately. Such reductions shall be effective at the same time and in the same manner as the reduction in price to customers other than the City. In addition to invoicing at the reduced prices, Contractor shall furnish promptly to City complete information as to such reductions.
3. Price must remain firm for the duration of the contract period.
4. The City reserves the right to delete locations. The City will advise Contractor of the deletion of any locations, and when service shall be terminated for deleted location(s).
5. City reserves the right to make, or cause to be made, inspections and tests whenever it deems advisable or necessary to ascertain that the requirements of this specification/scope of work are being fulfilled. The Contractor agrees to furnish personnel to accompany City and/or its representatives during such inspections at no cost to the City. Deficiencies noted shall be submitted in writing to the Contractor. The Contractor shall, promptly (within ten (10) calendar days, unless otherwise agreed), correct deficiencies covered under the terms of this specification/scope of work at Contractor's expense.
6. Should Contractor require remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs shall be at Contractor's expense.
7. Contractor shall pay for all state and/or local inspection fees with regard to operation of equipment covered by this specification/scope of work.
8. The City may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from the City. Contractor agrees:
 - a. To treat, and to obligate Contractor's employees, subcontractors and suppliers to treat as confidential all such information whether or not identified by the City as confidential.
 - b. Not to disclose any such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of the City to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining the City's written approval, except to the extent necessary in connection with performing Services or when required by law.
9. Contractor shall not, in the course of performance of this specification/scope of work, or thereafter, use or permit the use of the City name or the name of any affiliate of the City, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of the City, as applicable.
10. Contractor shall complete any required scheduled maintenance, service calls, repair and/or replacement of all defective parts prior to the end of the contract period. In the event this is not accomplished prior to completion of contract, the City reserves the right to procure the service elsewhere and charge Contractor for the difference in cost of such services. Contractor shall pay the said sum within twenty (20) calendar days of receipt of the City's notice.
11. Electrical Component, Devices, and Accessories: All component, devices, and accessories shall be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction and marked for intended use. All electrical work shall be performed by an electrician registered/licensed in the State of Texas. The contractor is responsible for electrical work supporting this solicitation.
12. Plumbing Component, Devices, and Accessories: All component, devices, and accessories shall be listed and labeled as defined in International Plumbing Code. All plumbing work shall be performed by plumber registered/licensed in the State of Texas. The contractor is responsible for plumbing work supporting this solicitation.

13. The Contractor shall solve problems:

- a. To solve any specific problem, and at the request of the CDDR, contractor shall provide analysis reports. Analysis reports shall be submitted, within ten (10) days from the date of collection, to the CDDR.
- b. Research, Laboratory Back-Up and Problem Solving - Contractor shall have an in-house laboratory or access to a contract laboratory capable of assisting in solutions of problems that may cause loss of efficiency or equipment damage.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall terminate on MARCH 31, 2020.

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 shall govern all change orders made under this contract.

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

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

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

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

Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.

If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation 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	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
6. Builder's Risk (if applicable)	All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.

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 – Purchasing Division
 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.

PROPOSAL BOND.

Respondent must submit a proposal 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 \$5,000. The Proposal Bond shall be valid for 120 days following the deadline for submission of bids. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Proposal Bond will be disqualified.

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

PAYMENT BOND.

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

PERFORMANCE BOND.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

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 H – Prevailing Wages.

After award of contract, Contractor shall contact City's Labor Compliance office in order to obtain instructions for electronic submission of certified payrolls. This information may be provided at a pre-construction meeting, if one is arranged. Otherwise, it shall be Contractor's responsibility to obtain the necessary information.

City of San Antonio
Transportation and Capital Improvements Department
Labor Compliance Office
114 W. Commerce, 9th Floor
San Antonio, Texas 78205
Phone: (210) 207-2146

laborcomplianceoffice-lco@sanantonio.gov

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, Revision 1 Dated 11/28/2017
Attachment A – Part Three – Proposed Plan, Revision 1 Dated 11/28/2017
Attachment B – Price Schedule- Revision 1 Dated 11/28/2017
Attachment C – Contracts Disclosure Form
Attachment D – Litigation Disclosure Form
Attachment E – Subcontractor/Supplier Utilization Plan
Attachment F – Veteran Owned Small Business (VOSB) Preference Program Tracking Form
Attachment G – HB 1295 Certificate of Interested Parties – Revision 1 Dated 11/28/2017
Attachment H – Prevailing Wages
Attachment I – Maintenance Schedule
Attachment J – Site Visit Schedule
Attachment K – Proposal Checklist
Attachment L – Pre-Submittal Conference Sign-in Sheets
Attachment M – Small Business Economic Development Advocacy (SBEDA) Presentation
Exhibit # 1 – Small Business Economic Development Advocacy (SBEDA) Program
Exhibit # 2 – Veteran Owned Small Business Preference Program (VOSBPP) Ordinance
Exhibit # 3 – Non-Discrimination Ordinance Language
Exhibit # 4 – ~~Service Locations~~
Exhibit # 5 – List of City Holidays
Exhibit # 6 – Working with COSA – Keys for faster payment
Exhibit # 7 – CJIS Addendum
Attachment N – 2nd Pre-Submittal Conference Sign-in Sheet dated November 29, 2017
Attachment O – Previous contract and bid tabulation

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

Payment by City.

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

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

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

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

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

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the

subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic.

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

Records Retention.

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

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

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

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

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section III.LC.1 of the SBEDA Ordinance. As part of

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

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

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

Prohibition on Contracts with Companies Boycotting Israel

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

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

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

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Respondent Information

Please Print or Type

Vendor ID	
Signer's Name	
Name of Business	
Street Address	
City, State, Zip Code	
Email Address	
Telephone Number	
Fax Number	
City's Solicitation Number	
Signature of Person Authorized to Sign Offer	

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.

009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

Respondent Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

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

DUNS NUMBER: _____

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

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

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFCSP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ___ No ___ If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

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

Yes ___ No ___ If "Yes", respond to a and b below:

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. **Previous Contracts:**

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

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

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

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

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

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

REFERENCES

Provide five (5) references, that Respondent has provided services to within the past ten (10) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1			
Firm/Company Name			
Contact Name:		Title:	
Address:			
City:	State:	Zip Code:	
Telephone No:		Fax No:	
Date and Type of Service(s) Provided:			
Email Address:			
Reference No. 2			
Firm/Company Name			
Contact Name:		Title:	
Address:			
City:	State:	Zip Code:	
Telephone No:		Fax No:	
Date and Type of Service(s) Provided:			
Email Address:			
Reference No. 3			
Firm/Company Name			
Contact Name:		Title:	
Address:			
City:	State:	Zip Code:	
Telephone No:		Fax No:	
Date and Type of Service(s) Provided:			
Email Address:			
Reference No. 4			
Firm/Company Name			
Contact Name:		Title:	
Address:			
City:	State:	Zip Code:	
Telephone No:		Fax No:	
Date and Type of Service(s) Provided:			
Email Address:			
Reference No. 5			
Firm/Company Name			
Contact Name:		Title:	
Address:			
City:	State:	Zip Code:	
Telephone No:		Fax No:	
Date and Type of Service(s) Provided:			
Email Address:			

EXPERIENCE, BACKGROUND, QUALIFICATIONS

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSA. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed and provide summary of equipment that were maintained by the vendor.
2. For evaluation purposes, Contractor shall submit a list of service contracts within the last ten (10) years and/or current contracts, and list any names under which the organization has performed business within the last five (5) years.
 - a. **The Contractor shall provide with bid response a list of at least five (5) references** for which equipment services of the same type and to the same degree was provided within the last ten (10) years. References should include the company name, point of contact, phone number, description of services provided, date of service, and size of facility. Bidder shall submit for evaluation purposes, a resume of experience of the assigned foreman and service personnel. Contractor shall provide a list of other name(s) under which organization has done business within the last five (5) years. **Failure to submit a list of references may cause bid to be disqualified.** The City reserves the right to contact any or all references prior to an award. Any negative responses may result in rejection of the bid.
3. Describe Respondent's specific experience with public entities, and large municipalities with contracts of similar scope. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past. Provide detailed information of joint venture's and/or sub-contractors responsibility within the contract.
6. Provide Respondent's approved accreditation of major manufacturers of centrifugal, reciprocating and screw chillers.
7. Provide Respondent's technician's factory trained certifications for maintenance service and refrigerant handling to accomplish maintenance inspections per scope of work.
8. Provide documentation certifying technicians are OSHA work environment certifications, and chemical usage safety training.
9. Has Respondent's firm been in existence for ten (10) years? Fully describe Respondent's company and experience as it relates to the following:
 - a) History of company (to include number of years/months in business);
 - b) History of company operations and types of services performed over the past ten years;
 - c) History of chillers scheduled maintenance and other services contracts, businesses/organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
10. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope. To include but not be limited to:
 - a) Supply documentation confirming technician's experience of at least ten (10) years of experience maintaining HVAC systems to include chillers of capacity not less than 200 tons. All technicians under this contract shall be certified per federal, code, state, and local regulations for related work.
 - b) Provide Level III certification/documentation by the American Society for Nondestructive Testing (ASNT) for technician's performing Eddy current examination and/or other industry standards.

- c) Provide certification or documentation for Eddy current test method and calibration in accordance with the American Society Mechanical Engineer Boiler and Pressure Vessel Code.
 - d) Plumbing and electrical staff are certified as journeyman by the State of Texas.
 - e) Provide certification or documentation that the technician performing schedule maintenance and services calls meet the requirements of the North American Technician Excellence and/or Refrigeration Engineers Society training requirements and/or other organization certification.
 - f) Provide certification or documentation that the laboratory performing refrigerant analysis meets Air Conditioning and Refrigeration Institute (ARI) standards and/or other industry standards.
 - g) Provide certification or documentation that the laboratory performing oil test meet ASTM standards and/or other industry standards.
 - h) Provide Respondent's technicians certification to work with chemicals used in this solicitation.
 - i) Provide Respondent's manufacturers equipment certification as an authorized service provider.
11. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
12. Additional Information: Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
13. Provide Respondent's Quality Control Program standards.
14. Provide Respondent's continue education program.

PROPOSED PLANS

Prepare and submit the following items.

Chillers Scheduled Maintenance and Other Services Plans – Prepare and submit narrative responses to address the following items.

1. **Ramp Up Plan** – Describe how Respondent will ramp up to meet Building Equipment Services Department chillers scheduled maintenance and other service requirements and implement contract upon award. Provide information such as staffing, availability of parts, preventive maintenance and other services, and customer service. Provide an implementation timeline beginning upon notice of award for Respondent to be able to mobilize.

2. **Staffing Plan** – Describe Respondent’s Staffing Plan to provide the required services by the specification/scope of work for chillers listed in the solicitation.

For each person to be assigned to work under the contract, provide certifications, licenses, experience and education, proof of manufacturer training and areas of responsibility. Include the person(s) who will be assigned primary responsibility for administration of the resulting contract and for supervision of performance of work under the contract, if different. Provide 24/7 telephone numbers and e-mail addresses for this person(s).

Provide a reporting/workflow hierarchy reflecting Respondent’s proposed team to perform under the contract. For each position reflected on the organizational chart, provide the following information for individual(s) assigned to each position.

- a. Describe the number of Respondent’s proposed team members and associated roles/responsibilities that will be assigned to the contract.
- b. Describe Respondent’s current capacity to serve the contractual duties of this contract as well as additional capacity that you will need as a result of this contract. If additional resources are needed, describe in detail your plan for acquiring these resources. Pictures or lists of equipment/resources readily available to perform required services may be used to expand or clarify. Provide listing and quantity of Respondent’s current equipment/materials and resources to perform scope of services.
- c. Describe process for performing Criminal Background Checks on all employees and retention procedure for maintaining background checks.
- d. Describe Respondent’s plan for providing service during regular business-hours and after-hours, weekends, and holidays as requested. Provide point of contact information.
- e. Respondent’s Contact Information: Regular Business-Hours and After-Hours, including weekends, and holidays:

	Point of Contact:	Phone Number:
Regular Hours: Telephone		
Regular Hours: Cell Phone		
Regular Hours: Pager Phone		
Regular Hours: General		
After Hours: Telephone		
After Hours: Cell Phone		
After Hours: Pager Phone		
After Hours: General Manager		

3. **Organization Plan** – Provide an example of your organization plan and the staff that will provide the different services under this contract.

- a. Organizational charts
- b. Schedules
- c. Technical level and certification
- d. Services

- e. Explain Respondent's staff roles and responsibilities.
4. **Scope of Project** – Describe Respondent's plan to manage chillers scheduled maintenance and other services for Building Equipment Services Department as required by the specification/scope of work. Describe Respondent's current capacity to serve the contractual duties of this contract as well as additional capacity that may be required as a result of this annual contract. If additional resources and staff are needed, describe in detail your plan for acquiring these resources.
 5. **Response Plan** – Describe Respondent's response plan for Emergency, Urgent and Routine. Indicate how Respondent will meet the required minimum response time for each service call. Include information on how Respondent meets (or will meet) the requirement to (establish) maintain an office that allows the required response.
 - a. Explain Respondent's plan to meet multiple service calls and continue with the scheduled maintenance requirements.
 - b. Explain Respondent's plan to meet technician certification requirements for all services.
 - c. Explain Respondent's plan so tools and/or materials are not a limiting factor to meet multiple service requirements.
 6. **Scheduled Maintenance Plan** – Describe Respondent's proposed plan to conduct operations, including service categories, specific tasks, staff assigned, and schedule of events.
 - a. Describe Respondent's plan to meet scheduled maintenance and other services of the chillers throughout the term of the contract as required by specification/scope of work. Identify tasks and schedule. Provide written procedures of all maintenance tasks to be performed.
 - b. Respondent shall include a copy of the proposed scheduled maintenance and proposed schedule for BESD chillers.
 - c. Respondent shall include a copy of the service report for BESD chillers.
 - d. Respondent shall include a copy of the service and call back logs for BESD chillers.
 - e. Indicate how Respondent distinguishes minor services from major services.
 - f. Explain Respondent's plan to develop Schedule Maintenance Plan.
 - a. Identified the standards that shall be used for Plan
 - g. Explain Respondent's plan for documentation of all services required by the specification/scope of work.
 - a. Provide example of service plan, service reports, service log, life cycle report and other documentation.
 - h. Explain Respondent's plan to develop Life Cycle Report and service calls will be used to support the information in the report.
 - i. Explain Respondent's plan to meet warranty requirements.
 - j. Explain Respondent's plan to meet Maintenance documentation requirements.
 - k. Explain Respondent's plan to get technical support for services that would require support from manufacture or other organization.
 7. **Quality Control (QC) Program** – Describe Respondent's current QC Program to include procedures and personnel utilized for quality control, contract performance deficiencies and problem resolution, self-assessment, interaction with City Staff, and control of subcontractors' performance, if any. Explain how your current procedures meet the needs of your current customers.
 - a. Provide Respondent's proposed plan to address City Staff performance issues.
 - b. Explain Respondent's plan to use industry standards to meet quality requirements.
 - c. Explain Respondent's plan to provide quality documentation that meet the specification/scope of work requirements.
 - d. Explain Respondent's plan to provide accurate and timely invoices.
 - e. Explain Respondent's plan to use service calls, equipment information and call backs to improve equipment usable life, energy and water conservations, efficiency, operation effectiveness, reliability; staffing; schedule maintenance plan, etc..
 - f. Explain Respondent's plan to perform quality and safety inspections.
 - g. Explain Respondent's plan to address erroneous troubleshooting and service recommendation.

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

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

- a. Provide Respondent's plan on how the respondent's staff is going to work with the City Staff to meet the scope of work requirements.
- b. Provide Respondent's plan how the different organization levels is going to work with the City Staff to meet the scope of work requirements.
- c. Explain Respondent's plan to provide submittals, invoices, and other documents.

Awarded Contractor(s) Account Representative:

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

Service Request Information:

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

Contact Person:	
Phone:	
Fax #:	
Email:	

9. **Safety and Spill Plan** – Describe how Respondent will implement a Safety and Spill Plan for the contract, including plan to address work hazard assessment and employee injuries and accidents.
10. **Training Plan** – Describe Respondent's training and instruction programs that Respondent will provide to its employees assigned to perform this contract to keep employees' skills current. Describe how continuing education/training will be provided especially as relevant to the various makers and models of equipment in the facilities inventory. What does training program consist of? List names of classes and frequency of training.
11. **Environmental Standards/Practices** – Describe how Respondent will utilize environmentally friendly (green) products and practices. Provide a listing of environmentally friendly (green) chemicals and service products/options that will be suggested to City Staff for scheduled maintenance, other services and repair services.
12. **Tools and Parts** – Describe Respondent's ability to obtain and maintain any necessary proprietary tools and parts (to include spare parts) necessary to perform the maintenance requirements of the scope of services. Provide an

inventory of short-term and long-term delivery items. Describe Respondent's ability to obtain and maintain any necessary proprietary tools and parts (to include spare parts) that become obsolete during term of contract.

13. **Warranty** – Describe Respondent and manufacturer warranty programs for parts and services required for Respondent to perform the scope of services for this contract.
14. **Life Cycle Management Program and Report** – Describe Respondent's ability to provide a life cycle management program and reports that conducts a full analysis of the current equipment installation and prepares a modernization plan to raise the equipment to modern safety, accessibility, performance, and aesthetics standards.
15. **Invoicing Plan** – Provide an example of an invoice, displaying the invoices information requirements per Section 004 – Specifications / Scope of Service – 4.12 – Submittals (4).
16. **Additional Information** – Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

PRICE SCHEDULE

Posted as a separate documents.

RFCSP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at:

<http://www.sanantonio.gov/ethics/forcompliance/vendors-and-conflict-of-interest-report>

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFCSP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFCSP ATTACHMENT E

SBEDA FORM(S)

Posted as a separate documents.

RFCSP ATTACHMENT F

Veteran Owned Small Business (VOSB) Preference Program Tracking Form

Posted as a separate documents.

RFCSP ATTACHMENT G – Revision 1 Dated 11/28/2017

Certificate of Interested Parties (Form 1295)

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

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

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

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

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

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

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

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

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

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

RFCSP ATTACHMENT H – REMOVED

Prevailing Wages

RFCSP ATTACHMENT I

Maintenance Schedule

Posted as a separate documents.

RFCSP ATTACHMENT J

Site Visit Schedule

Posted as a separate documents.

RFCSP ATTACHMENT K – Revision 1 Dated 11/28/2017

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment A, Part One	
Experience, Background & Qualifications – Revision 1 Dated 11/28/2017 RFCSP Attachment A, Part Two	
Proposed Plan - Revision 1 Dated 11/28/2017 RFCSP Attachment A, Part Three	
Pricing Schedule – Revision 1 Dated 11/28/2017 RFCSP Attachment B,	
*Contracts Disclosure form RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
*SBEDA Form RFCSP Attachment E Associated Certificates, if applicable	
*Veteran Owned Small Business (VOSB) Preference Program Tracking Form RFCSP Attachment F	
*Certificate of Interested Parties RFCSP Attachment G - Revision 1 Dated 11/28/2017	
*Proposal Bond and Associated Power-of-Attorney	
Financial Information	
Proof of Insurability Insurance Provider's Letter & Copy of Current Certificate of Insurance	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
*Addenda, if any	
Proposal Check List RFCSP Attachment K – Revision 1 Dated 11/28/2017	
One (1) Original, plus seven (7) copies, and one (1) CD or thumb drive of the entire proposal in PDF format if submitting in hard copy.	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

RFCSP EXHIBIT # 1

SBEDA Program

Posted as a separate documents.

RFCSP EXHIBIT #2

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance

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

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

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

RFCSP EXHIBIT #3

NON-DISCRIMINATION ORDINANCE LANGUAGE

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.

Service Locations
Trane Units
City Hall 100 Military Plaza San Antonio, TX 78207 Two Units: North: Model # RTAA100AYQ01A3D0KMNB; South: Model # RTAA100AYQ01A3D0KMNB
Fire Training Academy 300 South Callaghan Road San Antonio, TX 78228 One Unit: Model # RTAA1104XQ01A3D0ANBP
One-Stop – DBSC 1901 S. Alamo St. San Antonio, TX 78204 One Unit: Model # RTAC2254UD
Public Safety Tech Center – PSTC 515 Frio San Antonio, TX 78207 Two Units: North: Model # RTAA0904XF01A1C0FV; South: Model # RTAA0904XF01A1C0FV
York Units
Emergency Operations Center EOC 8130 Inner Circle San Antonio, TX 78235 Two Units: Model # YCAV187SA46VABBX
Municipal Courts – Frank D. Wing 401 Frio St. San Antonio, TX 78207 Two Units: Model # YCWS0220SC46ZAASB
Public Safety Answering Point – PSAP 8039 Challenger Dr. San Antonio, TX 8235 Two Units: Model # YCIV0357PA46VABBXT
Public Safety Headquarters – PSHQ 315 S. Santa Rosa Ave San Antonio, TX 78207 Two Units: Model # YKDCDSQ4-CJG
Municipal Plaza Building 114 W. Commerce San Antonio, TX 78205 Two Units: Model # YCWS0240C46ZAASB
Daikin Units
International Building 203 South Mary's Street San Antonio, TX 78207 Two Units: Model # WMC250D

RFCSP EXHIBIT #5

LIST OF CITY HOLIDAYS

FY 2017 – 2018 HOLIDAY SCHEDULE

City of San Antonio FY 2017 – 2018 Holiday Schedule	
Holiday	Date
Veterans Day	November 10, 2017
Thanksgiving Day	November 23, 2017
Day after Thanksgiving	November 24, 2017
Christmas Day	December 25, 2017
Winter Holiday	December 26, 2017
Winter Holiday	December 27, 2017
Winter Holiday	December 28, 2017
City Closure	December 29, 2017
New Year's Day	January 1, 2018
Martin Luther King, Jr. Day	January 15, 2018
Fiesta San Jacinto Day	April 27, 2018
Memorial Day	May 28, 2018
Independence Day	July 4, 2018
Labor Day	September 3, 2018

EXHIBIT #6

WORKING WITH COSA – KEYS TO FASTER PAYMENT



CITY OF SAN ANTONIO

Working with COSA ---- Keys to faster payments

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

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

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

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

By Mail:

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

By Delivery service:

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

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

Accounts.Payable@sanantonio.gov

Original, first time submission invoices only

apteam@sanantonio.gov

Statements & status inquiries

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

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

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

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

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

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

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

**Finance Department
City of San Antonio**

EXHIBIT #7

Criminal Justice Information Services Addendum

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.1 Definitions

1.2 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.3 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.1 Responsibilities of the Contracting Government Agency.

2.2 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.1 Responsibilities of the Contractor.

3.2 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.1 Security Violations.

4.2 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.3 Security violations can justify termination of the appended agreement.

4.4 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;

- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.1 Audit

5.2 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.1 Scope and Authority

6.2 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.3 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.4 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.5 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.6 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI 1000 Custer Hollow Road
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM
CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature of Contractor Employee Date

Printed or Typed Contractor Employee Name

Sex: Race: DOB: State/ID or DL:

Signature of Contractor Representative Date

Printed or Typed Name of Contractor Representative

Organization Name and Representative's Title

Texas Signatory Page

The undersigned parties agree that the *Security Addendum* is now a part of the contract between the entities. The parties agree to abide by all requirements of the *Security Addendum* and the *CJIS Security Policy*, and it shall remain in force for the term of the contract. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between a confidentiality clause in the underlying contract and the *Security Addendum* and/or the *CJIS Security Policy*, the *Security Addendum* and the *CJIS Security Policy* shall govern any information covered by the *Security Addendum* and/or the *CJIS Security Policy*.

(To be signed and dated by the vendor and law enforcement agency representative(s) who signed the original contract, or at least who have authority to bind each entity.)

Printed Name of Agency Representative

Signature of Agency Representative Title

Agency Name and ORI Date

Printed Name of Vendor (Contractor) Representative

Signature of Vendor (Contractor) Representative Title

Vendor Organization Name Date

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;

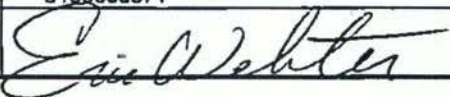
Respondent is in good standing with the Texas State Comptroller's Office; and

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	
Signer's Name	Eric Webster
Name of Business	Trane Commercial Systems
Street Address	9535 Ball Street, Suite 1100
City, State, Zip Code	San Antonio, Texas 78217
Email Address	edwebster@trane.com
Telephone Number	210-657-0901
Fax Number	210-657-1761
City's Solicitation Number	6100008871
Signature of Person Authorized to Sign Offer	

RFCSP ATTACHMENT B
Price Schedule - Revision 1 Dated 11/28/2017

RFCSP - 17-098 / 6100008871

Respondent's proposal must be based on the proposed contract term, including renewal periods, stated in this RFCSP. Proposing a different term of contract, or renewal terms may lead to disqualification of Respondent's proposal from consideration. As such, Respondent must provide pricing in the manner set forth in the RFCSP's Price Schedule. Failure to do so may lead to disqualification of Respondent's proposal from consideration.

1. Trane Scheduled Maintenance

Item # 1	Description	Estimated Quantity (A)	UOM (B)	Cost Per Spring Service (C)	Cost Per Fall Service (D)	Estimated Hours to Perform Spring Service	Estimated Hours to Perform Fall Service
1a	Location: City Hall Type: Air Cooled Model # RTAA100AYQ01A3D0KMNB - North	1	EA	\$ 232	\$ 2,748	2	12
1b	Location: City Hall Type: Air Cooled Model # RTAA100AYQ01A3D0KMNB - South	1	EA	\$ 232	\$ 2,748	2	12
1c	Location: Fire Training Academy Type: Air Cooled Rotary Model # RTAA1104XQ01A3D0ANBP	1	EA	\$ 232	\$ 2,748	2	12
1d	Location: One-Stop - DBSC Type: Rotary Liquid Screw Model # RTAC2254UD	1	EA	\$ 232	\$ 2,748	2	12
1e	Location: Public Safety Tech Center - PSTC Type: Rotary Liquid Screw Serial # RTAA0904XF01A1C0FV - North	1	EA	\$ 232	\$ 2,748	2	12
1f	Location: Public Safety Tech Center - PSTC Type: Rotary Liquid Screw Serial # RTAA0904XF01A1C0FV - South	1	EA	\$ 232	\$ 2,748	2	12

* Above Pricing subject to 3% Annual Escalation

RFCSP ATTACHMENT B
Price Schedule - Revision 1 Dated 11/28/2017

RFCSP - 17-098 / 610008871

2. York Scheduled Maintenance							
Item # 2	Description	Estimated Quantity (A)	UOM (B)	Cost Per Spring Service (C)	Cost Per Fall Service (D)	Estimated Hours to Perform Spring Service	Estimated Hours to Perform Fall Service
2a	Location: Emergency Operations Center EOC Type: Air Cooled Model # YCAV187SA46VABBX - North	1	EA	\$ 232	\$ 3,688	2	16
2b	Location: Emergency Operations Center EOC Type: Air Cooled Model # YCAV187SA46VABBX - South	1	EA	\$ 232	\$ 3,688	2	16
2c	Location: Municipal Courts – Frank D. Wing Type: Screw Model # YCWS0220SC46ZAASB - North	1	EA	\$ 232	\$ 9,592	2	73
2d	Location: Municipal Courts – Frank D. Wing Type: Screw Model # YCWS0220SC46ZAASB - South	1	EA	\$ 232	\$ 9,592	2	73
2e	Location: Public Safety Answering Point – PSAP Type: Air Cooled Screw Model # YCIV0357PA46VABBXT - North	1	EA	\$ 232	\$ 3,688	2	16
2f	Location: Public Safety Answering Point – PSAP Type: Air Cooled Screw Model # YCIV0357PA46VABBXT - South	1	EA	\$ 232	\$ 3,688	2	16
2g	Location: Public Safety Headquarters – PSHQ Type: Centrifugal Model # YKDCDSQ4-CJG - North	1	EA	\$ 232	\$ 9,592	2	73
2h	Location: Public Safety Headquarters – PSHQ Type: Centrifugal Model # YKDCDSQ4-CJG - South	1	EA	\$ 232	\$ 9,592	2	73
2i	Location: Municipal Plaza Building Type: Screw Model # YCWS0240C46ZAASB - North	1	EA	\$ 232	\$ 9,592	2	73
2j	Location: Municipal Plaza Building Type: Screw Model # YCWS0240C46ZAASB - South	1	EA	\$ 232	\$ 9,592	2	73

* Above Pricing subject to 3% Annual Escalation Page 2 of 4

RFCSP ATTACHMENT B
Price Schedule - Revision 1 Dated 11/28/2017

RFCSP - 17-098 / 610008871

3. Daikin Scheduled Maintenance							
Item #3	Description	Estimated Quantity (A)	UOM (B)	Cost Per Spring Service (C)	Cost Per Fall Service (D)	Estimated Hours to Perform Spring Service	Estimated Hours to Perform Fall Service
3a	Location: International Building Type: Centrifugal Model # WMC250D - North	1	EA	\$ 232	\$ 9,298	2	73
3b	Location: International Building Type: Centrifugal Model # WMC250D - South	1	EA	\$ 232	\$ 9,298	2	73
4. Hourly Rates for Service Calls							
Item #4	Description	Estimated Number of Hours (A)	Rate Per Hour (B)	Total (= A x B)			
4a	Mechanic - Normal Hourly Rate (M - F 8:00 AM-5:00 PM Exclusive of City recognized Holiday)	180	\$ 116.50	\$ 20,970			
4b	Helper - Normal Hourly Rate (M - F 8:00 AM-5:00 PM Exclusive of City recognized Holiday)	180	\$ 75.00	\$ 13,500			
4c	Mechanic - Overtime Hourly Rate (M - F 5:01 PM - 7:59 AM, all day weekends and on City recognized holidays)	180	\$ 174.75	\$ 31,555			
4d	Helper - Overtime Hourly Rate (M - F 5:01 PM - 7:59 AM, all day weekends and on City recognized holidays)	180	\$ 112.50	\$ 20,250			

* Above Pricing subject to 3% Annual Escalation

RFCSP ATTACHMENT B
Price Schedule - Revision 1 Dated 11/28/2017

RFCSP - 17-098 / 6100008871

5. Trane Service Parts for Corrective Repairs		Cost Plus
5a	Service Parts – Mark up cost Bid Prices for parts shall be submitted on percentage of vendor cost. Evidence of said costs shall be submitted with invoice for each service. Proof of costs shall be printed, properly identified and dated.	20%
6. York Service Parts for Corrective Repairs		Cost Plus
6a	Service Parts – Mark up cost Bid Prices for parts shall be submitted on percentage of vendor cost. Evidence of said costs shall be submitted with invoice for each service. Proof of costs shall be printed, properly identified and dated.	20%
7. Daikin Service Parts for Corrective Repairs		Cost Plus
7a	Service Parts – Mark up cost Bid Prices for parts shall be submitted on percentage of vendor cost. Evidence of said costs shall be submitted with invoice for each service. Proof of costs shall be printed, properly identified and dated.	20%
<p align="center">Prompt payment discount 0 % 0 days (if no discount offered, Net 30 days will apply)</p>		



City of San Antonio

ADDENDUM I

SUBJECT: Request for Competitive Sealed Proposal for Annual Contract for Maintenance and Repair of Chillers - BES - (RFCSP 17-098, 6100008871), Scheduled to Open: September 15, 2017; Date of Issue: August 14, 2017

FROM: Paul J. Calapa, Procurement Administrator

DATE: August 16, 2017

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. ADD: Attachment H – Prevailing Wages. Posted as a separate document.**
- 2. 006 – General Terms & Conditions is hereby amended to add Prohibition on Contracts with Companies Boycotting Israel;**

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

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

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

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

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



Paul J. Galapa
Procurement Administrator
Finance Department – Procurement Division

PC/ms



City of San Antonio

ADDENDUM II

SUBJECT: Request for Competitive Sealed Proposal for Annual Contract for Maintenance and Repair of Chillers - BES - (RFCSP 17-098, RFx: 610008871), Scheduled to Open: September 15, 2017; Date of Issue: August 14, 2017

FROM: Paul J. Calapa, Procurement Administrator

DATE: August 24, 2017

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. **ADD: Attachment L – 08/21/17, Pre-Submittal Conference Sign-in Sheets. Posted as a separate document.**
2. **ADD: Attachment M – Small Business Economic Development Advocacy (SBEDA) Presentation. Posted as a separate document.**
3. **Attachment J – Site Visit Inspection Schedule, is hereby removed and replaced with Attachment J – Site Visit Inspection Schedule, Rev. – 1, Dated August 21, 2017, Posted as a separate document.**

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, PRE-SUBMITTAL CONFERENCE:

On August 21, 2017, the City of San Antonio hosted a Pre-Submittal conference to provide information and clarification for the Annual Contract for Maintenance and Repair of Chillers - BES. 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:

Question 1: Can you clarify the submission deadline and the last day for questions?

Response 1: Please refer to Section 003 – INSTRUCTIONS FOR RESPONDENTS, Submission of Proposals, Part A; second paragraph, "Proposals must be received in the Office of the City Clerk no later than 2:00 p.m., Central Time, on SEPTEMBER 15, 2017".

Restrictions on Communication. "Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below until 10:00 A.M., CT, September 1, 2017".

Question 2: Is there a maximum number of people that need background check?

Response 2: The technicians that will be assigned to perform the required services for this contract will require a background check in accordance with 4.14 Building Restrictions, 7. Criminal Background Checks.

Question 3: Is the airport badge the same for the locations on this contract?

Response 3: No. Technicians will have to have a statewide background check for criminal convictions in accordance with 4.14 Building Restrictions, 7. Criminal Background Checks.

Question 4: Is this a yearly contract?

Response 4: Please refer to Section 005 – SUPPLEMENTAL TERMS & CONDITIONS, Original Contract Term – "This contract shall begin upon the effective date of the ordinance awarding this contract and terminate on September 30, 2019.

Renewals – "At City's option, this contract may be renewed under the same terms & conditions for 3 additional, 1 year periods".

Question 5: Who had the contract last?

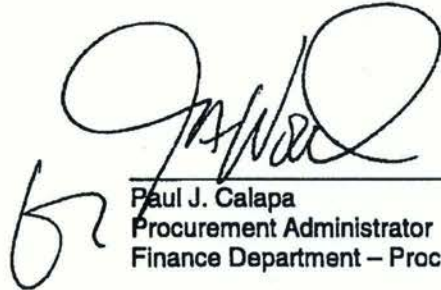
Response 5: Johnson Controls, Inc. Contract number is 6100003652. Please refer to the link below for tabulation information;
<http://www.sanantonio.gov/purchasing/biddingcontract/bidtabulation>

Question 6: If I am not a small business, do I just put N/A on all the fields of the Utilization Plan form?

Response 6: The Utilization Plan is part of the required documents that are requested to be completed and submitted at the time of bid submission. The Utilization Plan must be completed, signed, dated and included with your bid packet at time of submission. For any questions on completing the Utilization Plan please contact the Lucy Barbosa with the Small Business Office at 210.207.3910 or email her at Lucy.Barbosa@SanAntonio.gov.

Question 8: Even if the Utilization Plan is not applicable to my company, do I still sign it?

Response 8: The Utilization Plan is part of the required documents that are requested to be completed and submitted at the time of bid submission. The Utilization Plan must be completed, signed, dated and included with your bid packet at time of submission. For any questions on completing the Utilization Plan please contact the Lucy Barbosa with the Small Business Office at 210.207.3910 or email her at Lucy.Barbosa@SanAntonio.gov.



Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/ms



City of San Antonio

ADDENDUM III

SUBJECT: Request for Competitive Sealed Proposal for Annual Contract for Maintenance and Repairs of Chillers - BES - (RFCSP 17-098, 6100008871), Scheduled to Open: September 15, 2017; Date of Issue: August 14, 2017

FROM: Paul J. Calapa, Procurement Administrator

DATE: September 11, 2017

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

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

- 1. THE SUBMISSION DATE IS HEREBY EXTENDED TO SEPTEMBER 29, 2017; 2:00 PM CENTRAL TIME.**
- 2. THE LAST DAY FOR SUBMITTAL OF WRITTEN QUESTIONS IS HEREBY EXTENDED TO SEPTEMBER 20, 2017; 10:00 AM CENTRAL TIME.**



Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/ms



City of San Antonio

ADDENDUM IV

SUBJECT: Request for Competitive Sealed Proposal for Annual Contract for Maintenance and Repairs of Chillers - BES - (RFCSP 17-098, 610008871), Scheduled to Open: September 29, 2017; Date of Issue: August 14, 2017

FROM: Paul J. Calapa, Procurement Administrator

DATE: September 22, 2017

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

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

- 1. THE SUBMISSION DATE IS HEREBY EXTENDED TO OCTOBER 9, 2017; 2:00 PM CENTRAL TIME.**
- 2. THE LAST DAY FOR SUBMITTAL OF WRITTEN QUESTIONS IS HEREBY EXTENDED TO SEPTEMBER 29, 2017; 10:00 AM CENTRAL TIME.**



Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/ms



City of San Antonio

ADDENDUM V

SUBJECT: Request for Competitive Sealed Proposal for Annual Contract for Maintenance and Repairs of Chillers - BES - (RFCSP 17-098, 6100008871), Scheduled to Open: October 9, 2017; Date of Issue: August 14, 2017


FROM: Paul J. Calapa, Procurement Administrator

DATE: October 6, 2017

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

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

- 1. THE SUBMISSION DATE IS HEREBY EXTENDED TO OCTOBER 18, 2017; 2:00 PM CENTRAL TIME.**
- 2. The Staff Contact Person is amended to: MARIA BLAKE, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: MARIA.BLAKE@SANANTONIO.GOV**



Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/jw



City of San Antonio

ADDENDUM VI

SUBJECT: Request for Competitive Sealed Proposal for Annual Contract for Maintenance and Repairs of Chillers - BES - (RFCSP 17-098, 610008871), Scheduled to Open: October 18, 2017; Date of Issue: August 14, 2017

FROM: Paul J. Calapa, Procurement Administrator

DATE: October 16, 2017

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

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

- 1. THE SUBMISSION DATE IS HEREBY EXTENDED TO NOVEMBER 1, 2017; 2:00 PM CENTRAL TIME.**

A handwritten signature in black ink, appearing to be 'Paul J. Calapa', written over a horizontal line.

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/mb



City of San Antonio

ADDENDUM VII

SUBJECT: Request for Competitive Sealed Proposal for Annual Contract for Maintenance and Repairs of Chillers - BES - (RFCSP 17-098, 610008871), Scheduled to Open: November 1, 2017; Date of Issue: August 14, 2017


FROM: Paul J. Calapa, Procurement Administrator

DATE: October 30, 2017

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

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

- 1. THE SUBMISSION DATE IS HEREBY EXTENDED TO NOVEMBER 17, 2017; 2:00 PM CENTRAL TIME.**



Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/mb



City of San Antonio

ADDENDUM VIII

SUBJECT: Request for Competitive Sealed Proposal for Annual Contract for Maintenance and Repairs of Chillers - BES - (RFCSP 17-098, 6100008871). Scheduled to Open: November 17, 2017; Date of Issue: August 14, 2017

FROM: Paul J. Calapa, Procurement Administrator

DATE: November 16, 2017

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

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

- 1. THE SUBMISSION DATE IS HEREBY EXTENDED TO DECEMBER 15, 2017; 2:00 PM CENTRAL TIME.**

A handwritten signature in black ink, appearing to be 'Paul J. Calapa', written over a horizontal line.

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/lb



City of San Antonio

ADDENDUM IX

SUBJECT: Request for Competitive Sealed Proposal for Annual Contract for Maintenance and Repairs of Chillers - BES - (RFCSP 17-098, 6100008871). Scheduled to Open: December 15, 2017; Date of Issue: August 14, 2017

FROM: Paul J. Calapa, Procurement Administrator

DATE: November 21, 2017

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

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

1. A 2nd pre-proposal conference is hereby scheduled for November 29, 2017; 12:00 PM CT. All Vendors are strongly encouraged to attend the pre-proposal conference. The scope of work for the referenced RFCSP 6100008871 will be revised and will be reviewed at the 2nd pre-proposal conference.

Location: 111 Soledad St., Riverview Towers, 11th Floor, Hill Country Conference Room, San Antonio, Texas.

An Addendum addressing the revised scope of services will be released prior to the 2nd pre-proposal conference.

A handwritten signature in black ink, appearing to be 'Paul J. Calapa', written over a horizontal line.

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division



City of San Antonio

ADDENDUM X

SUBJECT: Request for Competitive Sealed Proposal for Annual Contract for Chiller Maintenance & Other Services - BESD (RFCSP 17-098, 610008871), Scheduled to Open: December 15, 2017; Date of Issue: August 14, 2017

FROM: Paul J. Calapa, Procurement Administrator

DATE: November 29, 2017

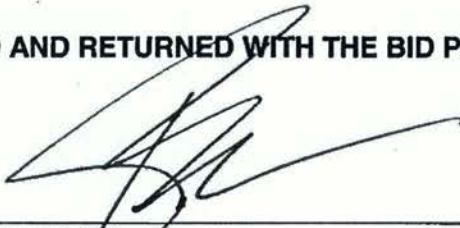
THIS NOTICE SHALL SERVE AS ADDENDUM NO. X - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSAL

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

1. RFCSP 17-098, 610008871 Title and all reference to solicitation name throughout this RFCSP is hereby revised to read as: ANNUAL CONTRACT FOR CHILLER MAINTENANCE & OTHER SERVICES – BESD
2. RESTRICTION ON COMMUNICATION: Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed on the cover of this RFCSP until 10:00 AM CT, DECEMBER 5, 2017.
3. RFCSP Section 004 – Specifications / Scope of Services, is hereby removed and replaced with Section 004 – Specifications / Scope of Services - Revision 1 Dated 11/28/2017, a copy of which is incorporated herein for all purposes.
4. RFCSP Section 005 – Supplemental Terms & Conditions, Original Contract Term is amended to read as: This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall terminate on MARCH 31, 2020.
5. RFCSP Section 005 – Supplemental Terms & Conditions, Payment Bond requirement is removed from this solicitation.
6. RFCSP Section 005 – Supplemental Terms & Conditions, Performance Bond requirement is removed from this solicitation.
7. RFCSP Section 005 – Supplemental Terms & Conditions, Proposal Bond requirement is removed from this solicitation.
8. RFCSP Section 005 – Supplemental Terms & Conditions, Prevailing Wages requirement is removed from this solicitation.
9. RFCSP Section 005 – Supplemental Terms & Conditions, Worker's Compensation requirement is removed from this solicitation.
10. RFCSP Section 005 – Incorporation of Attachments, Exhibit #4 – Service Locations, is hereby removed from this solicitation. Please refer to Section 004 – Specifications / Scope of Services, 4.7 Service Locations.
11. RFCSP Attachment A, Part Two - Experience, Background, Qualifications, is hereby removed and replaced with RFCSP Attachment A, Part Two - Revision 1 Dated 11/28/2017, Experience, Background, Qualifications, a copy of which is incorporated herein for all purposes.

- 12. RFCSP Attachment A, Part Three, Proposed Plan is hereby removed and replaced with RFCSP Attachment A, Part Three - Revision 1 Dated 11/28/2017, Proposed Plan, a copy of which is incorporated herein for all purposes.
- 13. RFCSP Attachment B, Price Schedule is hereby removed and replaced with RFCSP Attachment B, Price Schedule - Revision 1 Dated 11/28/2017, a copy of which is attached hereto and incorporated herein for all purposes.
Respondent must complete and submit Attachment B, Price Schedule Revision 1 Dated 11/28/2017 with Respondent's proposal.
- 14. RFCSP Attachment G, Certificate of Interested Parties (Form 1295) is hereby removed and replaced with RFCSP Attachment G - Revision 1 Dated 11/28/2017, Certificate of Interested Parties (Form 1295), a copy of which is attached hereto and incorporated herein for all purposes.

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE****



Paul J. Galapa
Procurement Administrator
Finance Department – Procurement Division

“Vendor Acknowledgement”

Date: _____
Company Name: _____
Address: _____
City/State/Zip Code: _____
Signature: _____

PC/lb



City of San Antonio

ADDENDUM XI

SUBJECT: Request for Competitive Sealed Proposal for Annual Contract for Chiller Maintenance & Other Services - BESD (RFCSP 17-098, 6100008871), Scheduled to Open: December 15, 2017; Date of Issue: August 14, 2017

FROM: Paul J. Calapa, Procurement Administrator

DATE: December 14, 2017

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

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

- 1. THE SUBMISSION DATE IS HEREBY EXTENDED TO JANUARY 5, 2017; 2:00 PM CENTRAL TIME.**
- Contractor is reminded of this statement when submitting their proposal response. Refer to Section 003 – Instructions for Respondents, Rejection of Proposals; “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.”
- 3. ADD:** Section 003 – Instructions for Respondents, Part B; “Proposal Bond. Submit proposal bond in the amount of \$5,000.00. For electronic submissions, Respondent must provide the original proposal bond to the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals.”
- Section 004 – Specifications/Scope of Services, 4.1 Scope, 2nd paragraph, 3rd sentence is amended to read as; “The contractor’s prices submitted on Attachment B, Price Schedule, **columns C and D**, Spring Service – Fall Service, include all parts and/or components and labor necessary to provide scheduled maintenance and to replace any part and/or component that may be worn from normal wear and tear to prevent from having to service the equipment at a later date.”
- Section 004 – Specifications/Scope of Services, 4.3 Definitions, 7. Scheduled Maintenance a. i. 1st sentence is amended to read as; “All costs associated with scheduled maintenance, including, but not limited to, parts and/or components and lubricants, are included in the maintenance fee shown on Attachment B, Price Schedule, **columns C and D**, Spring Service – Fall Service.”
- Section 004 – Specifications/Scope of Services, 4.3 Definitions, 8. is amended to read as; “Other Services: service calls (emergency, urgent, and routine service calls) for work outside the scheduled maintenance.”
- Section 004 – Specifications/Scope of Services, 4.8 Contract Completion Date, Sentence is amended to read as; “Scheduled Maintenance shall be completed in accordance with the maintenance schedule and RFCSP 6100008871 requirements.”

8. Section 004 – Specifications/Scope of Services, 4.10 Service Requirements, 8. is removed and replaced with the following;
8. All labor required to perform scheduled maintenance services and all replacement parts for scheduled maintenance services shall be included in Attachment B, Price Schedule, column C and D, Spring Service – Fall Service.
- a. Material to be provided by the contractors that is part of the chiller system shall include, but is not limited to:
- i. Belts
 - ii. Screws, bolts, washers, other securing parts
 - iii. Lubricants, grease, and oils
 - iv. Broken and burnt electrical wiring and end terminals - American Wire Gage (AWG) conductor size 10 and smaller and end terminals to include wire to wire connectors, wire to board connector, wire crimp terminals, ring terminals, spade terminals, quick disconnect, hook terminals, eyelets, butt connector, tap connectors, bullet connectors, X & Y connectors, multi-pin connectors, battery connector, lug connectors, wire cable ties, twist ties, beaded security ties, releasable cable ties, self-cutting cable ties, cable tie mounting bases, mounting cable ties, etc. for AWG10 and smaller
 - v. Piping Supports - hook plate, single-hole pipe clamp, pipe brackets 2 inches and smaller
 - vi. Tubing, Pipe caps and pipes – 1 inch and smaller
 - vii. Batteries – size D and smaller that are not hard-wired to the batteries
 - viii. Fittings and flare nuts - ½ inch and smaller
 - ix. Hoses – hose sizes ½ inch and smaller and not longer than 3 feet
 - x. Lights – lights 24 volts and smaller
 - xi. Other parts, etc. (to include but not limited to; Glycol and other chemicals internal to the chillers)
 - xii. Other material requirements:
 1. When equipment, parts and/or components are replaced as a unit, and an updated design of the replacement is available, the newer design item shall be used as a replacement.
 2. If a part and/or component are found to be defective it shall be replaced at no cost to the City, unless the replacement is included in a larger service. For example: multiple components are required to be replaced due to an electrical fire, lightning, etc.
 3. Replace packing material on control valves and in pump as often as necessary to insure proper operation and to prevent valves and pumps from leaking.
- b. Material not included in the scheduled maintenance:
- i. Replacement of Pumps
 - ii. Replacement of Controllers
 - iii. Replacement of Solenoid and motorized valves
 - iv. Replacement of Compressor
 - v. Replacement of Tubes
 - vi. Replacement of Sensors
 - vii. Replacement of Gauges
 - viii. Replacement of Flow Switches
 - ix. Replacement of Switches
 - x. Replacement of Packing Material
 - xi. Replacement of Piping Supports (other than included items in 4.10, 8. a. v. above)
 - xii. Replacement of Support Equipment
 - xiii. Replacement of Actuating Devices
 - xiv. Replacement of On Stream Analyzers
 - xv. Replacement of Timers
 - xvi. Replacement of broken and burnt electrical wiring and end terminals (other than included items in 4.10, 8. a. iv. above)
 - xvii. Replacement of Tubing, Pipe Caps and Pipes (other than included items in 4.10, 8. a. vi. above)
 - xviii. Replacement of batteries (other than included items in 4.10, 8. a. vii. above)
 - xix. Replacement of Fitting and Flare nuts (other than included items in 4.10, 8. a. viii. above)
 - xx. Replacement of Hoses (other than included items in 4.10, 8. a. ix. above)

xxi. Replacement of Lights (other than included items in 4.10, 8. a. x. above)

9. Section 004 – Specifications/Scope of Services, 4.11 General Work Requirements, 8. is amended to read as; “Contractor shall furnish manufacturer’s recommended materials, data, and manuals, etc., for the scheduled maintenance of the chiller system to the City’s Designated Departmental Representative (CDDR). See 4.12 Submittals”
10. **ADD:** RFCSP Section 005 – Supplemental Terms & Conditions, Payment Bond requirement is added to this solicitation.
11. **ADD:** RFCSP Section 005 – Supplemental Terms & Conditions, Performance Bond requirement is added to this solicitation.
12. **ADD:** RFCSP Section 005 – Supplemental Terms & Conditions, Proposal Bond requirement is added to this solicitation.
13. **ADD:** RFCSP Section 005 – Supplemental Terms & Conditions, Prevailing Wages requirement is added to this solicitation.
14. **ADD:** RFCSP Section 005 – Supplemental Terms & Conditions, Worker’s Compensation requirement is added to this solicitation.
15. **ADD:** Attachment N – 2nd Pre-Submittal Conference Sign-in Sheet dated November 29, 2017. Posted as a separate document.
16. **ADD:** Attachment O – Contract and Bid Tab for previous Annual Contract for Maintenance and Chillers at Various Locations. Posted as a separate document.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, PRE-SUBMITTAL CONFERENCE:

On November 29, 2017, the City of San Antonio hosted a 2nd Pre-Submittal Conference to provide information and clarification for the Annual Contract for Chiller Maintenance & Other Services - BESD. Below is a list of questions that were asked at the pre-submittal conference. The City’s official response to questions asked is as follows:

Question 1: Is there a defined Scope of Work for this RFCSP?

Response: RFCSP Section 004 – Specifications / Scope of Services, has been amended. Bidders should access solicitation documents and Addenda through the SAePS portal.

Question 2: Who is the current service provider and what is the annual price?

Response: The previous contract for Chillers maintenance at various locations expired. Refer to Attachment O for expired contract and bid tabulation.

Question 3: When the scope calls for replacement of parts and/or components for all equipment covered under this contract, wouldn’t many of these replacements be corrective repairs, because this leaves the scope wide open to replacement of items which could cost hundreds of dollars or more? There are a lot of issues that could come up with parts and components of the equipment.

Response: See Scope revisions #8 above.

Question 4: What type of submittals are you looking for?

Response: Refer to Section 004 – Specifications/Scope of Services, 4.12 Submittals.

Question 5: Which sites have units that City would want a vibration analysis on?

Response: The vibration analysis shall be performed on the water cool systems only.

Question 6: Since the Fall Maintenance window (to perform this work) has already passed, will the City expect Contractor to catch up and attempt to perform a Fall Maintenance and then immediately after, perform the Spring Maintenance since this contract may not be effective until maybe the Spring 2018?

Response: The cycle of work will depend on contract award date.

Question 7: Page 15, 4.3, #6: Define "supporting equipment" in the sentence, "The Chiller systems (to include but not limited to: centrifugal, reciprocating, and screw chiller systems) and supporting equipment as required by this solicitation."

Response: See Scope revisions #8 above.

Question 8: On Page 15, 7.a.i: Define "not limited to, parts or components" in the sentence, "All costs associated with scheduled maintenance, including, but not be limited to, parts and/or components."

Response: See Scope revisions #8 above.

Question 9: Page 17.e: Define reasons for preventive maintenance call back.

Response: Call backs are defined as the recall of contractor to address a previous service call or scheduled maintenance item within ninety (90) calendar days of service. The contractor is responsible for the call backs and no additional cost shall be billed to City.



Paul J. Galapa
Procurement Administrator
Finance Department – Procurement Division

PC/lb



City of San Antonio

ADDENDUM XII

SUBJECT: Request for Competitive Sealed Proposal for Annual Contract for Chiller Maintenance & Other Services - BESD (RFCSP 17-098, 6100008871), Scheduled to Open: January 5, 2018; Date of Issue: August 14, 2017

FROM: Paul J. Calapa, Procurement Administrator

DATE: December 19, 2017

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

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

1. Section 004 – Specifications/Scope of Services, Revision 1 Dated 11/28/2017, 4.1 Scope, 2nd paragraph, 3rd sentence is amended to read as; “The contractor’s prices submitted on Attachment B, Price Schedule, **columns C and D**, Spring Service – Fall Service include all parts and/or components and labor necessary to provide scheduled maintenance and to replace any part and/or component that may be worn from normal wear and tear to prevent from having to service the equipment at a later date (the parts included in the Scheduled Maintenance service are listed in Section 4.10, 8.a.)”
2. Section 004 – Specifications/Scope of Services, Revision 1 Dated 11/28/2017, 4.19 Services and Response Times, 2. Emergency Service, is amended to include h.;
 - h. “The work shall be completed the same day of the notification but not to exceed twenty four (24) hours from the time of arrival to the site. If work cannot be completed during the same day of the notification due to unavailability of materials, the contractor shall get the system operational using temporary methods if possible. The contract shall order materials within four (4) hours and shall receive materials within twenty four (24) hours of the initial notification. The equipment shall be back to normal operations within forty eight (48) hours of the initial notification. If these requirements cannot be met, the contractor shall provide documentation to the CDDR for evaluation and a final completion date. The information shall be provided within two (2) hours from the time of arrival to the site.”
3. Section 004 – Specifications/Scope of Services, Revision 1 Dated 11/28/2017, 4.19 Services and Response Times, 3. Urgent Services, d. is amended to read as; “The work shall be completed the same day as the notification.”
4. Section 004 – Specifications/Scope of Services, Revision 1 Dated 11/28/2017, 4.19 Services and Response Times, 3. Urgent Services, e. is amended to include 3rd sentence; “Contractor shall provide a quotation of the work with an estimated cost for repair within twenty-four (24) hours of the request.”
5. Section 004 – Specifications/Scope of Services, Revision 1 Dated 11/28/2017, 4.19 Services and Response Times, 4. Routine Service, e., add 1st sentence to beginning of the paragraph to read as; “The work shall be completed the same day of the notification.”

6. Section 004 – Specifications/Scope of Services, Revision 1 Dated 11/28/2017, 4.19 Services and Response Times, 4. Routine Service, f., 1st sentence is amended to read as; “Contractor shall not begin any work other than Scheduled Maintenance, unless specifically requested by the CDDR in writing by issuance of a purchase order or by a request in writing by email from CDDR.”
7. Section 004 – Specifications/Scope of Services, Revision 1 Dated 11/28/2017, 4.20 Out of Service Credits, is removed and replaced with the following;

4.20 OUT OF SERVICE CREDITS:

1. Whenever any Equipment or related components are inoperable or malfunctioning for extended periods, substantial and intangible harm may accrue to the City, its citizens and patrons. Therefore, it is imperative that Contractor respond to City's requests for service in a timely manner and complete all scheduled maintenance and repair within the time periods provided.
2. The City may invoke service credits if Contractor fails to return a call for service within the 15 minute response period, or fails to respond on site to a request for service within four (4) hours after Contractor's required response time for routine calls, two (2) hours after Contractor's required response time for urgent calls, or one (1) hour after Contractor's required response time for an Emergency Call. The applicable respective four-hour (4), two-hour (2) or one-hour (1) period starts when Contractor receives notification from the CDDR via a service call. Contractor shall be deemed to have received the service call or email at the time it is sent by City.
3. City may also invoke service credits if Contractor fails to: (a) complete rescheduled Maintenance Service within fourteen (14) calendar days of the originally scheduled maintenance date; (b) provide a quotation of the work to be performed with an estimated cost for repair within twenty four (24) hours of the request, or, in the case of Emergency Requests, within the same business day; (c) complete Routine Service requests within fifteen (15) calendar days after receipt of City's purchase order, if work cannot be completed during the same day of notification due to unavailability of materials; (d) complete Urgent Service requests within seven (7) calendar days after receipt of City's purchase order or notice to proceed by email if work cannot be completed during the same day of notification due to unavailability of materials; and (e) complete Emergency Service requests within 24 hours after receipt of City's purchase order or notice to proceed by email if work cannot be completed during the same day of notification due to unavailability of materials.
 - a. Scheduled service work that is not completed and results in an inoperable system is not cause for a waiver of the Service Credit.
4. The City may, at its discretion, instruct Contractor to perform this work at another specified time, in which case the service credit will not be invoked. The service credit does not apply to Force Majeure conditions, or when units are taken out of service to accomplish pre-planned, City approved activities.
5. The Service Credit is \$50.00 per hour or fraction of an hour, for each failure to meet a required response time, failure to provide a quotation of the work to be performed within the required period, and for each failure to complete repairs within the required period, and continues to accrue until such time as Contractor responds, provides the quotation, or completes the repair, as applicable. Acceptable operation of Equipment must be verified by the CDDR for repairs to be considered completed.
6. The Service Credit is not invoked in those instances where inoperable systems are a result of an accident caused by others and not due to Contractor's error, lack of scheduled maintenance, negligence, or failure to meet the response times indicated herein. Contractor is responsible for ensuring that the CDDR is made aware of these situations within thirty (30) minutes of arrival.
7. The Service Credits apply to equipment and related components separately; therefore, simultaneous breakdowns of several units may invoke multiple Service Credits. However, Service Credits shall not be applied in such a manner that would result in Contractor paying double or multiple credits for one item of Equipment that is inoperable.
8. The CDDR shall be the final authority on whether or not a service credit is invoked. When a service credit has been invoked, Contractor shall calculate such service credit and Contractor shall include the deduction on the next invoice. If the amount of the Service Credit exceeds the amount of the invoice, Contractor must continue to

apply the service credit to subsequent invoices until the full amount has been applied. If the contract is at the end of its term, Contractor shall pay City any balance due in Service Credits within thirty (30) calendar days of the contract's expiration or termination. City's failure to invoke service credits at any point in time shall not be deemed a waiver. Continual failures by Contractor to expedite work to correct malfunctions is cause for termination of the contract and use of performance bond monies, among other things, may be utilized to perform required services.

9. The Parties agree that these Service Credits are liquidated damages, and not a penalty.
8. RFCSP Attachment A, Part Three – Revision 1 Dated 11/28/2017, 1. Ramp Up Plan is amended to read as;
 1. **Ramp Up Plan** – Describe how Respondent will ramp up to meet Building Equipment Services Department chillers scheduled maintenance and other service requirements and implement contract upon award. Provide information such as staffing, availability of parts, preventive maintenance and other services, and customer service. Provide an implementation timeline beginning upon notice of award for Respondent to be able to mobilize.

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003 – INSTRUCTIONS FOR RESPONDENTS,
RESTRICTIONS ON COMMUNICATIONS:**

- Question 1:** Page 17, 8.c.ix: Are the wear and tear parts and labor to correct issues discovered in the preventative maintenance inspections to be included in the pricing of Scheduled Maintenance?
- Response:** Please refer to Section 004 – Specifications/Scope of Services, Revision 1 Dated 11/28/2017, Section 4.10 Service Requirements, #8, a., for the list of material to be provided by the Contractor as part of the Scheduled Maintenance and b., material not included in the Scheduled Maintenance.
- Question 2:** If a bidder wants to submit an alternate proposal, can the Scope of Work be substituted with a different Scope of Work?
- Response:** All respondents must bid on the same scope of work set forth in the RFCSP 6100008871, terms and conditions. While respondents may submit alternate proposals, all proposals must be based on the stated scope of services in the RFCSP.
- Question 3:** Please clarify numbers 1 and 2 requests on RFCSP Attachment A, Proposed Plans, 1. Ramp Up Plan.
- Response:** Refer to this Addendum XII, #8 above.



Paul J. Galapa
Procurement Administrator
Finance Department – Procurement Division

PC/lb

ORDINANCE

RATIFYING A CONTRACT WITH CITYFLAG, INC. IN THE AMOUNT OF \$62,980.00 TO PROVIDE TASK ENHANCEMENTS FOR THE CITY OF SAN ANTONIO 311 MOBILE APPLICATION FUNDED FROM THE FY 2018 ITSD OPERATING FUND.

* * * * *

WHEREAS, on April 4, 2017, a contract was awarded to CityFlag, Inc., for a 311 mobile application to provide residents with a self-service portal to report calls for basic and specific City services, for an initial cost of \$22,800.00, with support for 3 years after “Go-Live” in the amount of \$6,000.00 annually, for a total contract value of \$40,800.00; and

WHEREAS, it is necessary to perform task enhancements to the mobile application to include the addition of the due date on the flag detail for all cases, changing the flag colors in the map view(s) from red to green, increasing the map view display from 3 days to 7 days for all closed cases, and optimizing the application by removing the comments from each case; **NOW THEREFORE**,

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

SECTION 1. A contract with CityFlag, Inc., in the amount of \$62,980.00, to provide task enhancements for the City of San Antonio 311 mobile application, is hereby ratified. A copy of this contract is attached hereto and is incorporated by reference as **Attachment I**. The City Manager, or her designee, is authorized to execute the agreement and any related documents in furtherance of the intent and purpose of this Ordinance without further council approval.

SECTION 2. Funding in the amount of, \$62,980.00 for this Ordinance is available in Fund 74001000 and, Cost Centers 903020001 and General Ledger 5201040 as part of the Fiscal Year 2018 Budget.

SECTION 3. The amount up to \$62,980.00, payment based on contract terms is authorized to CityFlag, Inc.

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

SECTION 5. This Ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

JK
5/31/2018
Item No. 5

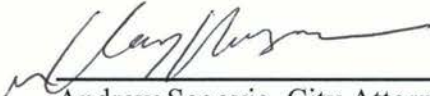
PASSED AND APPROVED this 31st day of May, 2018.

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Leticia M. Vacek, City Clerk



Andrew Segovia, City Attorney

JK
5/31/2018
Item No. 5

ATTACHMENT I



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100010168

TASK ENHANCEMENTS FOR 311 MOBILE APP

Date Issued: MARCH 28, 2018

RESPONSES MUST BE RECEIVED NO LATER THAN:
3:00 PM MARCH 28, 2018

Responses 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:

Purchasing & General Services
Riverview Tower
111 Soledad, Suite 1100
San Antonio, Texas 78205

Mailing Address:

Purchasing & General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"TASK ENHANCEMENTS FOR 311 MOBILE APP"

Offer Due Date: 10:00 A.M., MARCH 28, 2018

RFO No.: 6100010168

Offeror's Name and Address

Bid Bond: Performance Bond: Payment Bond: Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative:

DBE / ACDBE Requirements:

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

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on **N/A** at **N/A** at **N/A**.

Staff Contact Person: KRISTEN MCAVOY, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966

Email: KRISTEN.MCAVOY@SANANTONIO.GOV

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer 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.

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

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

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

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors 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 Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer 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.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

Offerors 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 the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer 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.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO 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 RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 0 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and 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 (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation 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 bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors 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 prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

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 City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for

new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

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

Preparation of Offers.

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

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

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers 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" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer 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" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. 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. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered 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 an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror'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.

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

Offerors 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 RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror 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 Offeror may not be considered confidential under Texas law, or pursuant to a

Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

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

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

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

The offer is conditional; or

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

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

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on 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" offer in the Supplemental Terms & Conditions.

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

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 RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror'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 offer price, either per line item or total offer 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 offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer 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 §176.066(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

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, 2nd 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.

004 - SPECIFICATIONS / SCOPE OF SERVICES

Task #1 Communication: Each case created in the 311SA mobile app currently has a comment section. This task removes the *comment* section completely from each case.

Task #2 Due date stamp: A due-date stamp and a completed date stamp will be added in the flag detail. The result will be a flag detail that includes date created, due-date, and closed date stamps. When a case gets closed, open date, due-date and close date stamps remain in the flag detail.

Task #3 Change flag color: With this change implemented the City of San Antonio will be able to change the color palette of the case status in the app.

Task #4 Closed cases timeframe adjustment: The timeframe for closed cases will be change from 3 to 7 days as default.

Completion Criteria

Both operative systems, iOS and Android, of the 311 Mobile app have been successfully tested and approved by COSA in all three environments: Dev, QA, and Production.

Deliverables

All four tasks implemented in both:

- 311 Mobile App iOS
- 311 Mobile App" Android

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

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 RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. 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.

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.

All Or None Bid.

City of San Antonio will make award to one vendor only.

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 – Pricing Schedule

Attachment B – Task Enhancements Proposal

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, 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 RFO 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 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, 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 City as a result thereof. In addition, Vendor may be removed from 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 City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by 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 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.

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 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 City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date 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 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, 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.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

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, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

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

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

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

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph

shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

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

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to 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 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 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, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

Prohibition on Contracts with Companies Boycotting Israel

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

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

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

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

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

Business With Iran, Sudan, Or Foreign Terrorist Organization

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§ 806.051, 807.051, or 2252.153.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not currently have a contract with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization; and will not during the term of the contract with the City enter into do, a contract with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that 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, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this 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 Amendment 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 an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer 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;

Offeror 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 offer 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 offer.

Offeror 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 Offer

008 - STANDARD DEFINITIONS

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

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

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

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

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

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

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

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect 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 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 City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

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

Specifications - a description of what City requires and what Offeror 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 offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

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

009 - ATTACHMENTS

Attachment A - Pricing Schedule

Tasks	Price
Task 1: Communication	\$
Task 2: Due-date & Close Date stamp	\$
Task 3: Change flag color	\$
Task 4: Close cases timeframe adjustment	\$
Total	\$

Attachment B – Task Enhancement Proposal

Attached as a separate document.