



CITY OF SAN ANTONIO
FINANCE DEPARTMENT – PURCHASING DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO.: 18-037, 6100009914

**ANNUAL CONTRACT FOR FULL COVERAGE SERVICE
OF HVAC SYSTEMS - SAPL**

Date Issued: JANUARY 26, 2018

**BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM CST FEBRUARY 26, 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:

City Clerk’s Office
100 Military Plaza
1st Floor, City Hall
San Antonio, Texas 78205

Mailing Address:

City Clerk’s Office
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

“ANNUAL CONTRACT FOR FULL SERVICE COVERAGE OF HVAC SYSTEMS - SAPL”

Proposal Due Date: 2:00 p.m. CST, FEBRUARY 26, 2018

RFCSP No.: 18-037, 6100009914

Respondent’s Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: YES

DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal Conference will be held on FEBRUARY 2, 2018 at 2:00 PM at CENTRAL LIBRARY, LIBRARY BOARD ROOM, 4th Floor, 600 SOLEDAD, SAN ANTONIO, TX 78205

Staff Contact Person: MICHAEL HOWDYSHELL, PROCUREMENT SPECIALIST III,
Email: MICHAEL.HOWDYSHELL@SANANTONIO.GOV

SBEDA Contact Information: LUCY BARBOSA, 210-207-3910, LUCY.BARBOSA@SANANTONIO.GOV

RESTRICTIONS ON COMMUNICATIONS

In accordance with §2-61 of the City Code, Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFCSP has been released until the contract is awarded.

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.

For additional information, see the section of this RFCSP entitled “Restrictions on Communication”.

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003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals.

Submission of Hard Copy Proposals. Respondents shall submit **one (1) COMPLETE** original signed in ink, and **seven (7) hard copies WITH ONLY TABS** and documents for **General Information Form; Experience, Background and Qualifications; Proposed Plan & Solution, etc. (NO PRICE, SBEDA, and/or VOSB TO BE INCLUDED in the 7 copies)** and one (1) copy of the of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal enclosed in a sealed package clearly marked with the project name, “**Full Coverage Service of HVAC Systems - SAPL, RFCSP 18-037, 6100009914**” 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.

Submission of Electronic Proposals. Submit one **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.

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) City officials as defined by §2-62 of the City Code of the City of San Antonio regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before **Thursday, February 8, 2018 at 2:00 PM CT** prior to the date proposals are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the 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.

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

Pre-Submittal Conference.

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

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

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

Pre-Submittal Audio Connection

*** The toll-free number is only for calls from within the United States ***

210-207-9329 (External Dial-In)
79329 (Internal Dial-In)
855-850-2672 (Toll-free Dial-In)

Access Code:
996 389 588

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

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

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 Finance Department, Purchasing Division, Riverview Tower, 11th floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205. However, in accordance with state law, the contents will not be revealed until after the contract is awarded.

Evaluation and Award of Contract.

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

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

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

The Charter of the City of San Antonio and 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.

Conflict of Interest.

Effective January 1, 2006, 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 conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or proposals, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205." Respondent should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your proposal. The Purchasing Division will not deliver the form to the City Clerk for you.

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/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

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.

PART B

SUBMISSION REQUIREMENTS

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

If submitting a hard copy proposal, Respondent shall submit one (1) COMPLETE original, signed in ink, and **seven (7) hardcopies WITH ONLY TABS** and documents for **General Information Form; Experience, Background, and Qualifications; Proposal Plan & Solution, etc. (NO PRICE, SBEDA, and/or VOSB TO BE INCLUDED** in the 7 copies) and one (1) compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**FULL COVERAGE SERVICE OF HVAC SYSTEMS - SAPL, RFCSP 18-037, 6100009914**", 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 after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the City Clerk's Office no later than **2:00 p.m., CST, on Monday, February 26, 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 City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City of San Antonio – Office of the City Clerk
Attn: RFCSP 18-037, 6100009914, FULL COVERAGE SERVICE OF HVAC SYSTEMS - SAPL
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City of San Antonio – Office of the City Clerk
Attn: RFCSP 18-037, 6100009914, FULL COVERAGE SERVICE OF HVAC SYSTEMS - SAPL
100 Military Plaza
San Antonio, Texas 78205
1st Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

If submitting electronically through City's portal, scan and upload one **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.

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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.

PROPOSAL PLAN AND SOLUTION. Use the Form found in this RFCSP as Attachment A, Part Three.

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

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

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

Instructions for completing the Contracts Disclosure form:

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

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

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

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

*VETERAN OWNED SMALL BUSINESS PROGRAM (VOSBP) TRACKING FORM. Complete and return as Attachment F.

*CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 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 (30 points)

Proposed Plan (35 points)

Price (20 points)

SBE Prime Contract Program – 15 pts.

Certified SBE firms (see *Small Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Consultants proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive fifteen (15) evaluation criteria points.

SUBCONTRACTING REQUIREMENT:

Minority and/or Women-Owned Business Enterprise (M/WBE) Subcontracting Program – Subcontract or self-perform at least thirteen percent (13%) of total contract value to SBEDA eligible small M/WBE firms, certified through South Central Texas Regional Certification Agency, headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). Please see the definition of M/WBE in Section C.

Failure to meet the 13% M/WBE subcontracting requirements will deem your proposal nonresponsive.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 BACKGROUND

The City of San Antonio (City) is soliciting bids from qualified contractors to perform preventive maintenance and repair services of heating, ventilation and air conditioning (HVAC) systems at all San Antonio Public Library Branch Locations. The full service maintenance and corrective repair services are required to maintain peak operational efficiencies while extending the life cycle of the equipment. Maintenance services shall be provided on a monthly basis.

4.1.1 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. **Bidder:** a person, firm or entity that submits a bid in response to a solicitation. The bidder whose bid is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.
2. **City Designated Departmental Representative (CDDR):** The Facility Manager for the respective City department.
3. **Contractor:** 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. **Corrective Repairs:** are activities undertaken to detect, isolate, and rectify a fault so that the failed equipment, machine, or system can be restored to its normal operating state. However, repairs necessitated by normal wear and tear are NOT considered Corrective Repairs.
5. **Equipment:** The HVAC systems and supporting equipment as required by this solicitation.
6. **Full Service Maintenance:** The full service maintenance includes scheduled maintenance and service calls (Routine, Urgent, and Emergency calls).
 - a. **Scheduled Maintenance:** regular maintenance required by codes and the manufacturer's standards. Scheduled maintenance is work that is regularly 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 still working or taking 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 an actual or major failure. Scheduled maintenance includes tests, measurements, adjustments, lubrication, parts replacement and repairs, and cleaning, performed specifically to prevent failures from occurring. It is designed to preserve and restore equipment reliability by replacing worn components before they actually fail. In addition, it includes detailed record keeping and data analysis to avoid equipment deterioration, so worn parts can be replaced or repaired before they cause system failures. Repairs necessitated by normal wear and tear are included in scheduled maintenance.
 - i. All costs associated with scheduled maintenance, including but not limited to parts and lubricants, are included in the maintenance fee shown on the Attachment B, Price Schedule. 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 Agreement is to maintain the Equipment to industry standards and "industry best" condition by having an effective and efficient full service 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
- b. Routine Service calls: repairs or maintenance outside the scheduled maintenance.
- i. Routine repairs are activities undertaken to detect, isolate, and rectify a fault so that the failed equipment can be restored to its normal operating state. However, repairs necessitated by normal wear and tear are NOT considered corrective repairs.
 - ii. The CDDR or designee may request routine repair service calls for any location listed herein.
- c. Urgent Service Calls: repairs or maintenance outside the scheduled maintenance and:
- i. Urgent repairs are activities undertaken to detect, isolate, and rectify a fault so that the failed equipment can be restored to its normal operating state. However, repairs necessitated by normal wear and tear are NOT considered corrective repairs.
 - ii. Urgent calls are not an emergency but can become an emergency.
 - iii. City will identify urgent calls at time of notification.
 - iv. The CDDR or designee may request urgent repair service calls for any location listed herein.
- d. Emergency Service Calls: repairs or maintenance outside the scheduled maintenance.
- i. 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.
 - ii. Emergency repairs are activities undertaken to detect, isolate, and rectify a fault so that the failed equipment can be restored to its normal operating state. However, repairs necessitated by normal wear and tear are NOT considered corrective repairs.
 - iii. The CDDR or designee will request emergency repair service calls for any location listed herein.
- e. **Corrective Repairs:** A corrective repair is repair work goes beyond full service maintenance and is usually performed to return something to operational use, rather than to keep it operating. Repair work for City’s equipment can only be done with written City approval. Contractor shall only proceed with the additional work after receipt of a purchase order by the City or as defined herein. The City will not pay for any unauthorized parts or labor charges. **Evidence of said costs shall be submitted with invoice for each repair.** Contractor must 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 REPAIR indicated thereon. **Proof of costs shall be printed, properly identified and dated.** For any repair exceeding \$3,000.00, the City reserves the right to obtain quotes from other parties.
1. Minor repairs: Minor repairs require the designated representative written approval before initiating work and include any repairs \$3,000.00 or less.

2. Major repairs shall constitute any repairs exceeding \$3,000.00 in cost. Major repairs may be bid separately from this contract.
3. Contractor shall submit an estimate prior to performing any repairs. The estimate shall include a comparison between repairing and replacing the item(s). Contractor will clearly annotate any item(s) where the cost of the repair is equal to or greater than seventy-five percent (75%) of the price of a new item(s).
- f. Other work required to make the equipment operational.
- g. Call backs – Call backs are defined as the recall of contractor to address a previously serviced corrective repair or full service maintenance item within 90 days of service.
7. **Holidays:** Holidays are defined as City recognized holidays as published on the City’s web site at <https://www.sanantonio.gov/Commpa/holidaysandclosures>.
8. **ID Badges:** Identification badges.
9. **Materials:** Material includes but is not limited to parts, chemicals, instruments and other goods used to perform the requirements in this solicitation.
10. **NETA:** International Electrical Testing Association.
11. **Parts:** Includes all materials and goods used to perform the requirements in this solicitation.
12. **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.
13. **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.

4.2 GENERAL REQUIREMENTS

- 4.2.1 If at any time, after the date of the bid, the Contractor reduces the comparable price of any article or service covered by this bid, to customers other than the City, the price to the 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, the Contractor shall furnish promptly to the City of San Antonio complete information as to such reduction.
- 4.2.2 **SITE INSPECTIONS:** The Contractor is encouraged to visit each of the service locations to become familiar with the amount of labor, materials, and equipment that will be required in the performance of the work under this contract prior to placing a bid. Contractor 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. **Bidders shall submit all questions in writing to Michael Howdysell at Michael.Howdysell@sanantonio.gov. City’s official response to questions will be addressed via an addendum.**
- 4.2.3 Price must remain firm for the duration of the contract period.
- 4.2.4 The contractor shall provide an annual schedule for the work included in this scope of services within 45 days of award of contract. The contractor shall perform the scheduled work within 10 working days of the scheduled date. After the initial annual schedule, the contractor shall notify Library Facility Manager via email the facilities that are scheduled for preventive maintenance 14 calendar days before the proposed date.
- 4.2.5 Submittal documents throughout the contract period:

- 4.2.5.1 Manufacturer's letter certifying that the contractor is authorized to provide the services required herein on the brand/type of HVAC system.
- 4.2.5.2 The Contractor shall provide repair reports to the Library Facility Manager within 2 to 5 calendar days after the completion of the services.
- 4.2.5.3 The Contractor shall provide notification of deficiency and/or impairment of HVAC systems in writing within 24 hours.
- 4.2.5.4 Warranty documents shall be submitted within 5 business days after completion of repairs.
- 4.2.5.5 Annual Schedule shall be submitted within 45 days of award of contract.
- 4.2.5.6 PM forms (HVAC Preventive Maintenance Checklist and reports, Exhaust Fan Preventive Maintenance Checklist and Reports, etc.). Reports shall include equipment photos and other photos to document equipment condition. Forms & checklist shall be submitted on a quarterly basis, at the end of each quarter.
- 4.2.5.7 Life Cycle Reports shall be submitted within sixty (60) days of contract award and September 1st of each year.
- 4.2.5.8 Digital picture of failed part(s) shall be submitted within 2 to 5 calendar days after the completion of the repairs.

4.3 WORK REQUIREMENTS

- 4.3.1 (a) Maintenance work is work that is necessary to keep the HVAC units in proper condition. It is work performed in a routine, scheduled, or anticipated fashion as necessary to keep the equipment working in its existing state, i.e., preventing its failure or decline. All costs associated with maintenance, including parts, are included in **Attachment B – Price Schedule**. 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. Maintenance includes repairs that are necessary to keep units from failing, such as replacing worn parts, and is expected to be performed during the maintenance service visit.
- 4.3.1 (b) Corrective Repair work goes beyond maintenance, and is usually performed to return something to operational use, rather than to keep it operating. Repair work for City's HVAC equipment can only be done with written City approval. Contractor shall only proceed with the additional work after receipt of a purchase order by City. City will not pay for any unauthorized parts or labor charges. Evidence of said costs shall be submitted with invoice for each repair. Contractor must 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 REPAIR indicated thereon. **Proof of costs shall be printed, properly identified and dated as to issuance and effectiveness.** For any repair exceeding \$3,000.00, the City reserves the right to obtain quotes from other parties.
- 4.3.2 Contractor is responsible for obtaining all required permits as required by the Development Services Department (Building Inspections) and the Texas Department of Licensing & Regulation. Contractor is not responsible for boiler inspections.
- 4.3.3 Contractor shall supply all labor, materials, transportation, lifting devices, and tools necessary for the proper execution and completion of the work; and shall perform in the best and most workmanlike manner the services described herein and everything incidental thereto, as stated in the specifications or reasonably implied on and in accordance with these contract documents. Contractor shall provide full time supervision and properly skilled craftsmen to perform corrective repairs. Full time supervision is not required for scheduled preventive maintenance.
- 4.3.4 Before ordering any material or doing any work, Contractor shall verify all required procedures and shall be responsible for correctness of the same. No exchange or compensation will be allowed on account of differences.
- 4.3.5 Contractor shall confine his operations and work force to the space allowed by law and as allotted by the City. Contractor shall protect and be responsible for any damage to property.
- 4.3.6 Contractor shall remove all trash and debris generated by his/her work. Contractor shall furnish and pay for all means of removing all trash and debris generated by the work. The service area shall be kept clean and maintained. No debris shall be dumped and left about the building or surrounding areas. Upon completion of the work, the serviced area shall be left clean and free of any and all trash, scraps, cartons, etc. incidental to performance of contracted services. All debris, old materials, and

trash resulting from the specified work shall be disposed of in an approved landfill by the Contractor. The Contractor shall be responsible for the disposal of all waste or hazardous materials resulting from the work. Handling and transporting of waste or hazardous materials shall be done in accordance with safety and environmental regulations. The Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.

- 4.3.7 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 Library Facility Manager. The Contractor will furnish a detailed estimate of downtime for all repairs.
- 4.3.8 City will not be responsible for Contractor's service vehicles that are ticketed for parking violations received while performing the work described herein. Contractor shall be responsible for parking fees in designated areas. Contractor shall park only in designated parking spaces whenever performing services at any location.
- 4.3.9 Contractor shall not be required, as part of the maintenance services, to conduct a safety test, unless recommended as part of routine 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.
- 4.3.10 Contractor shall be responsible for the maintenance of all electrical and pneumatic control circuits pertaining to the operation of the air conditioning and heating systems and exhaust system units covered under these specifications. In addition, Contractor shall provide regular maintenance to the electrical components such as compressors, fan motors, contactors, air handler motors, exhaust fans, pumps and pump motors, and electric heating strips.

If these units fail under normal operating conditions and it is determined by the Library Facility Manager that the failure of a component was due to Contractor's negligence to perform the required preventive maintenance accurately, then Contractor shall repair or replace the component, as required, at Contractor's expense.

In the event a control system requires alteration, modification or change, or if any equipment is in need of replacement, Contractor shall provide a written explanation and estimate to the Library Facility Manager for approval prior to performing the corrective repair. The additional work is authorized upon Contractor's receipt of a purchase order.

- 4.3.11 Work performed and materials and parts supplied under this contract will be intensely monitored by City representatives. Parts, maintenance procedures, and workmanship provided by Contractor must 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 agreement may result in the termination of the contract by City.
- 4.3.12 Contractor shall complete any required 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, City reserves the right to procure the service elsewhere and charge Contractor for the difference in cost of such service or repair. Contractor shall pay the said sum within 20 days' of receipt of City's notice.
- 4.3.13 It is agreed that Contractor will not be required to make replacements or repairs necessitated by reason of negligence or misuse of the equipment by City, tenants, or by reason of any other cause, except ordinary wear and tear. Replacements or repairs necessitated by ordinary wear and tear are included in Contractor's monthly maintenance fee.
- 4.3.14 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 property. However, all costs, fees and expenses chargeable are only those shown on the Price Schedule attached hereto. Contractor shall not charge the City for time spent in route to City location. 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.

- 4.3.15 A digital picture shall be required for any failed part(s) over a \$500.00 aggregated cost. City also may require Contractor to produce the failed part for City's inspection. The digital picture shall be submitted upon request or within 2 to 5 calendar days after the completion of the repairs.
- 4.3.16 Contractor shall have all employees in uniforms with ID tag listing name of the business and the employee.
- 4.3.17 The Contractor shall perform all work in strict compliance with the requirements of the manufacturer's requirements, this scope of work, codes, and all applicable federal, state, and local laws and regulations.
- 4.3.18 The Contractor shall deliver, store, and handle all materials in a manner that will prevent damage to the system or related components.
- 4.3.19 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.
- 4.3.20 The Contractor shall lay out the work using acceptable practices before starting any activities.
- 4.3.21 The Contractor shall be responsible for all long distance phone charges that may result from communication between the Contractor's central monitoring station and City facilities.
- 4.3.22 The Contractor at his/her expense shall protect and be responsible for any damage to adjacent buildings, property, etc.
- 4.3.23 The Contractor shall perform all work safely and follow required safety standards to include, but not be limited to, OSHA, Federal, State, and City codes.
- 4.3.24 Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants of potential hazards shall be provided by the Contractor.
- 4.3.25 Quoted prices shall reflect all associated costs including materials and labor hours.
- 4.3.26 Forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation of this contract.
- 4.3.27 The services shall be provided 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.
- 4.3.28 The contractor staff to include but not be limited to: supervisor, and the service representatives or service technicians shall meet and follow all City of San Antonio security standards prior to performing any work. The Contractor personnel shall follow all required security standards and procedures to gain access to the facilities.
- 4.3.29 Contractor shall be responsible for the conduct and performance of the Contractor's employees including any subcontractors. Contractor's personnel must be properly uniformed and shall display a valid ID identifying their company at all locations.
- 4.3.30 Criminal Background Checks
- 4.3.30(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.
- 4.3.30(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.
- 4.3.30(c) Contractor is responsible for any costs incurred in conducting criminal background checks, which shall be performed prior to the individual performing services hereunder.

4.3.30(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.

4.4 WORK HOURS

4.4.1 Standard Work Hours for all branch libraries is Monday – Sunday, 8:00 am – 5:00 pm. Routine maintenance shall be performed during Standard Work Hours. Repairs shall also be performed during standard work hours, unless otherwise instructed by the Library Facility Manager. City may require Contractor to perform repair work during nights, weekends and City recognized holidays.

4.4.2 EMERGENCY SERVICE: Contractor shall maintain the services of a professionally manned telephone answering system to provide the City with immediate and continuous contact on a 24 hour per day, seven day per week and 365 day per year basis. Answering service personnel shall be employed by Contractor.

Contractor shall provide emergency call service on a 24 hour, 365-day/year basis. Service of this nature may be required in order to keep the systems in proper operating condition. Contractor shall respond onsite to all calls for emergency service within 2 hours after a request for emergency service is made by the Library Facility Manager. Whether a call constitutes an emergency service call is within the sole discretion of the Library Facility Manager.

If an inspection reveals a problem exists in the HVAC system which is attributable to Contractor's lack of adherence to preventive maintenance guidelines, the total cost of the emergency service visit, including parts and labor, will be borne by Contractor, and no additional charge will be authorized by City.

4.5 QUALIFICATION REQUIREMENTS

4.5.1 The contractor shall maintain either a current City of San Antonio Heating and Air Conditioning Mechanical License, or State of Texas CLASS A LICENSE WITH A COMBINED ENDORSEMENT, meeting all requirements of Chapter 1302 of the Texas Occupations Code, and City registration of the state license, to engage in the performance of the work involved in the maintenance and repair of air conditioning and heating systems. All of contractor's employees who work on City's units must be City and State registered ACR Technicians. **Contractor shall furnish a copy of its City of San Antonio Heating and Air Conditioning Mechanical License, or State of Texas CLASS A LICENSE with a combined endorsement with its bid.**

4.5.2 REFERENCES AND QUALIFICATIONS: Bids shall be considered only from responsible businesses or individuals who are currently and have been engaged in the performance of HVAC maintenance and repair for a minimum of 3 continuous years. **Bidders shall provide with bid response a list of at least 3 references for which HVAC maintenance and repair services of the same type and to the same degree was provided within the last three 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, upon request of the City of San Antonio, for evaluation purposes, a resume of experience of the assigned foreman and service personnel. Contractor shall provide a list of other name(s) under which organization has done business within the last 3 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.

4.5.3 Contractor shall submit with its bid a list of HVAC equipment previously maintained by Contractor that is of the type and grade to be maintained under this contract. Include the quantity of each unit, length of time for which services were provided, dates services were provided, and name of owner of each HVAC unit. Contractor may include the same information pertaining to similar HVAC units for which Contractor has provided maintenance services. Contractor shall also provide, with its bid response, a list of available personnel to perform work hereunder, including each person's qualifications.

4.6 REPORTING REQUIREMENTS

4.6.1 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, airflow resistance before and after replacing filters, refrigerant type, frequency of inspections, preventive maintenance tasks performed, or service completed with dates, description of major problems, amount of refrigerant that was used, dates inoperable, and name of the technician(s) who serviced the equipment. The contractor shall submit this information for each unit of equipment on a quarterly basis (**First week of January, April, July and September**) to the Library Facility Manager. (SPREADSHEET)

4.6.2 Contractor shall furnish a legible report at each service call to an authorized designated department representative 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 HVAC Preventive Maintenance Check List Form per unit (See RFCSP Exhibit 5 - HVAC Preventive Maintenance Check List Form) upon each visit, including suggested repairs for items that are in danger of imminent failure and an itemized cost estimate. Note that this cost estimate shall not be construed as an authorization for additional work. No cost estimate is required for replacements or repairs necessitated by ordinary wear and tear, since these are included in the monthly maintenance fee.

4.7 MATERIAL REQUIREMENTS

4.7.1 Any materials or parts used in complying with contract are to be equal to or better than original equipment. The City will periodically monitor the work and accomplish an inspection after completion of work for final approval and release of payment.

Contractor will coordinate replacement of equipment that is still under manufacturer's warranty.

Any equipment installed will become part of the scope of work and Contractor shall provide maintenance for new items at the price(s) bid. Replacements and/or repairs to satisfy the comprehensive monthly maintenance must be performed in the most expedient manner possible (including outside prime time and weekends) and in accordance with industry standards and to the satisfaction of the City of San Antonio.

PARTS AND COMPLETE REPLACEMENT: Under this agreement, when conditions warrant, parts or complete components will be replaced, at the Contractor's cost, with new parts

4.8 WARRANTY REQUIREMENTS

4.8.1 Performance warranty: Maintenance work performed shall meet all applicable standards and codes. The Contractor shall guarantee 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 year after completion of work. The warranty period shall commence upon date service is completed.

4.8.2 Material warranty: Materials provided shall be in current production, as offered to commercial trade, and shall be of quality material. **USED, SHOPWORN, DEMONSTRATED, PROTOTYPE, RECONDITIONED, OR DISCOUNTED MATERIALS ARE NOT ACCEPTABLE**, unless approved in writing by the Library Facility Manager. Materials shall be warranted against material defects in workmanship for a period of not less than 12 months and shall cover 100 percent shipping, parts and labor. The warranty period shall commence upon date service is completed. If the manufacturer's standard warranty period exceeds 12 months, then the manufacturer's standard warranty shall apply. Contractor shall be ultimately responsible for service under the warranty. Contractor shall provide the designated City representative with all manufacturers' warranty documents upon completion of service prior to leaving job site.

4.9 FILTER REQUIREMENTS

The Awarded Vendor is responsible for providing and installing filters at all library locations.

a. All Energy Recovery Ventilator (ERV) units and any HVAC units that rely on 50% or more outside air, for proper operation, must have filters replaced monthly.

4.9.1 Pleated High Capacity HVAC Air Filter:

4.9.1.1 General

4.9.1.1 (A) - Air filters shall be medium efficiency ASHRAE pleated panels consisting of cotton and/or synthetic media, welded wire media support grid, and beverage board enclosing frame.

4.9.1.1 (B) - Sizes shall be noted on drawings or other supporting materials.

4.9.1.2 Construction

4.9.1.2 (A) - Filter media shall be a cotton and/or synthetic blend, lofted to a uniform depth of 0.15", and formed into a uniform radial pleat.

4.9.1.2 (B) - A welded wire grid, spot-welded on one-inch centers and treated for corrosion resistance shall be bonded to the downstream side of the media to maintain radial pleats and prevent media oscillation. Expanded metal backings are not acceptable.

4.9.1.2 (C) - An enclosing frame of no less than 28-point high wet-strength beverage board shall provide a rigid and durable enclosure. The frame shall be bonded to the media on all sides to prevent air bypass. Integral diagonal support members on the air entering and air exiting side shall be bonded to the apex of each pleat to maintain uniform pleat spacing in varying airflows. Filter media requiring separate, rigid structures or frames for installation is unacceptable.

4.9.1.3 Performance

4.9.1.3 (A) - The filter shall have a Minimum Efficiency Reporting Value of MERV 8 when evaluated under the guidelines of ASHRAE Standard 52.2-2007. It shall also have a MERV-A of 8 when tested per Appendix J of the same standard. The media shall maintain or increase in efficiency over the life of the filter.

4.9.1.3 (B) - Initial resistance to airflow shall not exceed 0.23", 0.31" or 0.27" w.g. at an airflow of 350, 500 or 500 fpm on 1", 2" or 4" deep models respectively.

4.9.1.3 (C) - The filter shall be listed by Underwriters Laboratories as UL Class 900.

4.9.1.3 (D) - Contractor shall provide evidence of facility certification to ISO 9001:2008.

4.9.1.3 (E) - Contractor shall provide manufacturer's guarantee of the integrity of the filter pack to 2.0" w.g.

4.9.1.3 (F) - Filters shall have the following Lifetime Guarantees. Any filter or filter media requiring more frequent changes to maintain specified performance is unacceptable.

A. 3 Months: Not to exceed an increase of twice the Initial Static Pressure. This guarantee is for 2" & 4" Filters in Roof Top Units or large Air Handling Units. Drop down grills with 1" filters are excluded. Replacement filters will be provided at no charge if the lifetime guarantee is not met.

Acceptable Manufacturers

- Filters shall be Camfil Farr 30/30 or equal

4.9.1.3 (G) - Contractor shall provide City with manufacturer's written guarantee of performance.

Supporting Data - Provide factory product test report including all details as prescribed in ASHRAE Standard 52.2-2007, including Appendix J as part of bid package.

4.9.2 Multi-Pocket High Efficiency Bag HVAC Filter:

4.9.2.1 General

4.9.2.1 (A) - Air filters shall be high efficiency extended surface pocket style filters consisting of high loft air laid microfine glass media formed into tapered pockets, an acrylonitrile butadiene styrene (ABS) plastic header, ABS plastic pocket retainers, and bonding agents to prevent air bypass and ensure leak free performance.

4.9.2.2 Construction

4.9.2.2 (A) - Filter media shall consist of high-density air laid lofted microfine glass media that is chemically bonded to a permeable media support backing forming a lofted filter blanket.

4.9.2.2 (B) - Individual pockets shall contain a minimum of 40 stitching support points per square foot of media area. All stitching centers shall be sealed using a foam-based sealant that shall remain pliable throughout the life of the filter. The sides and ends of each pocket shall be sewn with a chain-link over lock stitch.

4.9.2.2 (C) - Pockets shall be formed into tapered pleats, supported by controlled media space stitching, to promote uniform airflow across the surface of the media. At any point, the sizes of the upstream and downstream passages shall be proportional to the volume of filtered air. The pockets shall also be conical, or tapered from top to bottom to minimize media contact against the interior of the HVAC system.

4.9.2.2 (D) - Support members shall include an ABS plastic header and ABS plastic pocket retainers. Individual pocket retainers shall be assembled from matching halves that snap together to provide rigid and durable frame support. The plastic pocket retainers shall include anchor ports allowing for visual confirmation of pocket retention.

4.9.2.2 (E) - A filter-to-filter sealing gasket shall be installed on one of the vertical members of the filter header.

4.9.2.3 Performance

4.9.2.3 (A) - The filter shall have a Minimum Efficiency Reporting Value of MERV 13 or MERV 14 per *ASHRAE Standard 52.2, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size*. It shall have a MERV-A of 13 or 14 when tested under Appendix J of that standard. The MERV and MERV-A ratings shall correspond to MERV and MERV-A ratings as specified by the Engineer of Record for each individual facility and shall meet or exceed the ratings of filters already in use at these facilities.

4.9.2.3 (B) – Initial resistance to airflow shall not exceed 0.40 (MERV-13A) or 0.45 (MERV-14A) w.g. at 2000 cfm.

4.9.2.3 (C) - The filter shall be capable of withstanding 10.0" w.g. without failure of the filter.

4.9.2.3 (D) - The filter shall be listed by Underwriters Laboratories as UL Class 900.

4.9.2.3 (E) - Contractor shall provide evidence of facility certification to ISO 9001:2008.

4.9.2.3 (F) - Filter shall have the following Lifetime Guarantee. Any filter or filter media requiring more frequent changes to maintain specified performance is unacceptable.

1 Year: Not to exceed an increase of twice the Initial Static Pressure.

Acceptable Manufacturers

- Filters shall be Camfil Farr HiFlo ES or equal

4.9.2.3 (G) – Contractor shall provide manufacturer's written guarantee of performance.

Supporting Data – Contractor shall provide ASHRAE product test report per ASHRAE Standard 52.2, including testing per appendix J as part of bid package.

4.9.3 High Efficiency High Capacity Mini-Pleated V-Bank HVAC Filter:

4.9.3.1 General

4.9.3.1 (A) - Air filters shall be V-Bank mini-pleat fiberglass disposable type with pleat separators, polyurethane pack-to frame sealant, polystyrene enclosing frame and have an ECI value of five stars.

4.9.3.2 Construction

4.9.3.2 (A) - Filter media shall be of microfine glass fibers formed into uniform pleats with a spacing of 10 pleats per inch and a uniform pleat height of 24mm. Pleats shall be separated at 25mm intervals to ensure pleat separation and uniform airflow through the filter pack.

4.9.3.2 (B) - Pleats media packs shall be assembled into a V-bank configuration with sufficient total media area to meet airflow requirements. The filter outlet shall be radial in shape with a maximum of 60% open area to maintain low-pressure drop and uniform airflow (20" by 20" shall be straight V-style design).

4.9.3.2 (C) - The media packs shall be bonded to the inside periphery of a polystyrene enclosing frame with a polyurethane sealant. The enclosing frame shall include top and bottom molded tracks as in integral part of the frame to ensure a proper seal.

4.9.3.2 (D) - Media packs shall be recessed at least 1" from the air entering side of the enclosing frame to allow uniform airflow when a prefilter is mounted directly to the enclosing frame.

4.9.3.2 (E) - Rigid plastic end caps shall be mechanically fastened to the top and bottom of the media pack enclosing structure to ensure a rigid and durable filter.

4.9.3.2 (F) - Carrying handles shall be an integral part of the filter frame and shall bridge from media pack to media pack providing additional filter support and filter rigidity. Handles shall include fastener connection locations for the application of spring mounting fasteners when the filter is applied in reverse flow applications.

4.9.3.3 Performance

4.9.3.3(A) - The filter shall have a Minimum Efficiency Reporting Value of MERV-13 or MERV-14 when evaluated under the guidelines of ASHRAE Standard 52.2. It shall also have a MERV-A rating of 13 or 14 when evaluated under ASHRAE Standard 52.2, Appendix J. The MERV and MERV-A ratings shall correspond to MERV and MERV-A ratings as specified by the Engineer of Record for each individual facility and shall meet or exceed the ratings of filters already in use at these facilities.

4.9.3.3 (B) - Initial resistance to airflow shall not exceed 0.27 (MERV-13A) or 0.31 (MERV-14A) inches w.g. at an airflow of 500 fpm for 24 x 24, 24 x 12 and 24 x 20 sizes. On 20" by 20" respective pressure drops shall be 0.33 (MERV-13A) or 0.37 (MERV-14A) inches w.g. at an airflow of 500 fpm.

4.9.3.3 (C) - Filter shall be listed UL 900 by Underwriters Laboratories.

4.9.3.3 (D) - The filter shall be capable of withstanding 10.00" w.g. without failure of the media pack.

4.9.3.3 (E) - Contractor shall provide evidence of facility certification to ISO 9001:2008.

4.9.3.3 (F) - Filter shall have the guarantee as noted below. Any filter or filter media requiring more frequent changes to maintain specified performance is unacceptable.

2 Years: Not to exceed an increase of twice the Initial Static Pressure.

Acceptable Manufacturers

- Filters shall be Camfil Farr Durafil ES or equal

4.9.3.3 (G) – Contractor shall provide manufacturer's written guarantee of performance.

Supporting Data – Contractor shall provide product test reports for each listed efficiency including all details as prescribed in ASHRAE Standards 52.2-2007B as part of bid package.

4.9.4 Bypass Elimination:

Bypass Elimination: Contractor shall install panel filters utilizing SnapStik to ensure that air bypass between and around individual filters is completely eliminated. Alternative methods must be approved in writing by City. For alternative methods not including SnapStik, Contractor must provide a device for aiding in the removal of panel filters for every unit.

4.9.5 Filter Disposal and Recycling Program:

4.9.5.1 General – City requires Contractor to participate in a Recycling Program. As such, Contractor shall meet the following requirements.

4.9.5.1 (A) Filter Boxes - Contractor shall collect City's used cardboard filter boxes, bundle them, and provide them to a recycler. Contractor shall not dispose of used cardboard filter boxes utilizing City's waste disposal receptacles without City's prior written consent.

4.9.5.1 (B) Collection – Contractor shall collect filters during scheduled replacements. Contractor shall not store used filters on City property for future pick up. Additionally, Contractor shall not dispose of filters utilizing City's waste disposal receptacles without the City's prior written consent. All transportation and processing of dirty filters shall be the responsibility of Contractor.

4.9.5.1 (C) Pricing – Any costs associated with these recycling requirements shall be included in Contractor's monthly maintenance fees.

4.10 FILTER SERVICE INSTALLATION

4.10.1.1 Installation – Contractor / Contractor's Technician shall:

4.10.1.1 (A) - Contractor shall contact designated City of San Antonio Maintenance Representative to schedule an appointment for filter changes in accordance with the contract requirements regarding filter replacement.

4.10.1.1 (B) - Technician will arrive on job site at appointment time, wearing appropriate work attire and proper Personal Protective Equipment. Technician will park in designated parking.

4.10.1.1 (C) - Technician must immediately make contact with the appropriate City Point-of-Contact (POC) at time of arrival. If an escort is needed, the Technician will remain with the escort at ALL TIMES or as directed by City POC.

4.10.1.1 (D) - Technician will proceed with filter change.

4.10.1.1 (E)-Turn off power disconnect so particulate is not sucked in the unit while changing filters (if previously authorized by City).

4.10.1.1 (F) - Remove panel or door, careful not to damage the roof with the door panel.

4.10.1.1 (G) - Remove dirty air filters.

4.10.1.1 (H) - Replace dirty air filters with new clean filters that fit properly.

4.10.1.1 (I) - Write the date (month, day, year) on the end of each new filter in a black marker clearly designating the exact date the filters were changed.

4.10.1.1 (J) - Replace panel or door and make sure it fits properly.

4.10.1.1 (K) - Replace all screws in door, even if it was missing screws when opened. If holes are worn out, then replace screws with the next larger size.

4.10.1.1 (L) - Turn disconnect back on and make sure all trash is removed from work area.

4.10.1.1 (M) - Repeat Steps 1.4.A – F until job is complete.

4.10.1.1 (N) - Once work is complete, Technician must make one more round to check doors and make sure all trash is removed, leaving the work area cleaner than the way it was found.

4.10.1.1 (O)- Technician will make contact with designated City Point-of-Contact (POC) once again to effectively communicate the job is complete.

4.10.1.1 (P) - Technician will report any issues found such as dirty/frozen coils, loose or broken belts, etc.

4.10.1.1 (Q) - Any filter size/quantity adjustments will be noted on the Dispatch ticket and updated for future jobs.

4.10.1.1 (R) - City POC will be notified of any changes at job site. Technician and City POC will sign and date Dispatch ticket.

4.10.1.1 (S) - City POC receives "customer copy" and Technician will keep "original copy" for Contractor's records.

4.10.1.1 (T) - Technician will leave job site with dirty filters and dispose of them in accordance the Waste to Energy Used Filter Program as described above.

4.11 PREVENTIVE MAINTENANCE SHALL INCLUDE THE FOLLOWING:

a. Filter media must meet or exceed the manufacturers' recommendations as detailed in the maintenance and operation manuals for the particular unit being serviced.

b. Contractor shall install only the exact size of belt recommended by the manufacturer of the particular unit being serviced.

c. When equipment or parts are replaced as a unit, and an updated design of the replacement is available, the newer design item shall be used as a replacement.

d. Only non-corrosive chemicals or solvents will be used for cleaning evaporator and condenser coils equivalent to those recommended by the manufacturer of the unit being serviced. Evaporator coils on split systems 6.5 tons or less must be removed for cleaning; in-place coil cleaning will not be allowed unless absolutely necessary.

e. Replace packing material on control valves and flex sleeves in pump coupling as often as necessary to insure proper operation and to prevent valves from leaking.

4.11.1 SERVICE TO BE PROVIDED BY THE CONTRACTOR UNDER THIS CONTRACT:

The following general outline of work to be performed is intended only as a guide and shall not be construed as limiting the contractor's responsibility to perform all work necessary to assure a complete, dependable and operational system.

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. Not all of the items listed will be applicable to all service locations, but if any of the locations utilize any of the devices, then this service is expected to be performed at the time increment indicated. Other maintenance previously identified in these specifications is also to be provided. Contractor SHALL submit, to each Building Maintenance Representative, a schedule of monthly, quarterly, semiannual and annual equipment maintenance to be performed at the location(s) covered under this contract within 30 days of being awarded the contract.

Contractor shall develop a preventive maintenance schedule for the HVAC units including ventilation systems as recommended by the manufacturer and best practices of the trade. The preventive maintenance schedule shall remain on site at each facility. The technician shall initial and date the preventive maintenance schedule upon completion of each task.

The preventive maintenance schedule shall include, but is not limited to:

a. Estimated time to complete the task;

b. Description of the task;

c. Materials and tools needed;

d. Measurements to be taken;

e. Safety precautions and personal protective equipment (PPE) needed to perform the task.

f. Each task performed needs to be signed and dated by Contractor's technician upon completion.

g. In addition to scheduled monthly routine maintenance checks, Contractor shall perform two service calls per service location, for system shutdown and start-up during the appropriate seasonal period. The start up and shutdown service may be combined with preventive maintenance, unless the equipment needs to be set in use before the scheduled preventive maintenance has been performed.

h. Rental of scissor lift platform or other lifting equipment for reaching units in high places and all associated costs shall be the Contractor's responsibility at no additional cost to City.

Monthly Planned Maintenance

Check operation of heating/cooling/ventilation equipment when in operation.

Check general operation of all related equipment.

Check condensate drain pans on air handling equipment. Clean as required for proper drainage.

Lubricate fan and motor bearings.

Check belt condition and tension. Adjust as necessary.

Check all pump and motor bearings. Lubricate as required.

Check operation of boilers when in heating season.

Check operation of all air cooled condensers.

Check air compressors and driers.

Check operation of refrigeration compressors.

Check refrigerant levels in all systems; document measurements.

Check oil level in the compressors; document measurements.

Check suction pressure, discharge pressure and oil pressure; document measurements.

Visually inspect system for leaks using leak detector to pinpoint leaks.

Measure and record system superheat and sub-cooling and record all readings on monthly report.

Check the liquid line sight glasses; document measurements.

Quarterly Planned Maintenance

Air Compressors

Change crankcase oil.

Oil motors.

Check for water in tank and dryer.

Clean air intake filter, replace if necessary.

Check belt and adjust or replace.

Air Cooled Condensers

Check fan for alignment, balance and security to shaft.

Service all controls.

Tighten all electrical connections.

Inspect motor starter coils and contacts.

Pumps

Check pump drives, mechanical seals and stuffing boxes.

Check and lubricate motor and pump bearings.

Air Handlers

Check fan belts and replace as required.

Check operation of all dampers and pneumatic controls.

Check operation of pneumatic/electric valves and operators.

Check shaft alignment to motor.

Semiannual Planned Maintenance (twice/year)

Temperature Control Devices

Check, clean, and calibrate all thermostats. Replace if defective.

Check and calibrate all pneumatic/electric control devices from heating and cooling operation.

Check operation of all control relays. (Electric and pneumatic, as applicable.)

Coils

Clean all condenser coils. (Air cooled equipment).

Clean all evaporator coils. (Air cooled equipment); in-place coil cleaning on split systems 6.5 ton or less will not be an approved method of cleaning.

Clean all chilled water and hot water coils.

Contractor shall provide the designated department the schedule of evaporator coil cleanings within 60 days after contract is awarded. If Contractor identifies a coil as new or clean, Contractor will be required to supply a digital photo for proof and approval by the department representative. All evaporator coils need to be cleaned at least once per year during the contract period. However, if any coils are found to be dirty during the contract period, the contractor shall perform the evaporator coil cleaning within 7 days or at the earliest convenience of the City.

Annual Planned Maintenance for Cooling, Heating, Evaporator and Condensing Unit Coils:

Contractor shall provide all labor and materials and equipment to provide for the thorough cleaning of all air handler heating and cooling coils twice a year, during the first month of the contract and again six months later.

Contractor shall provide all labor, material and equipment for the thorough cleaning of all evaporator and condenser coils split systems, and heat pump units. Self-contained air conditioning units with integral blower units shall receive this same service. The coils are to be cleaned during the first month of the contract and then again six months later.

Only non-corrosive chemicals or solvents, with a neutral pH, will be used for cleaning evaporator and condenser coils equivalent to those recommended by the manufacturer of the unit being serviced.

Life Cycle Management Program

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 will evaluate investment schedules and constraints to assist the Building Maintenance Manager with budgeting the investment from individual HVAC parts through full modernization packages for the lifetime of the building. Contractor shall provide the first plan within 60 days of contract award.

4.12 SPECIFIC REQUIREMENTS – Contractor shall:

CLEANING COOLING COILS AND CONDENSING UNIT COILS:

All air handler cooling coils shall be thoroughly cleaned on an as needed basis as determined by the awarded vendor and the Library Facility Manager. Cleaning shall be done with solvent, air, or soap as deemed appropriate and meeting manufacturer's recommendations. Cleaning coils in-place will not be accepted.

Chemically clean all condensing coils with non-corrosive cleaning agents twice per year, once at the beginning of contract and once during peak of the cooling season.

ROUTINE MAINTENANCE BOILERS/PUMPS:

All routine air conditioning equipment maintenance will be performed on a monthly basis, unless otherwise noted.

BOILERS:

Inspect boilers and burner.

Check for water and fuel leaks.

Check sequence and operation of controls.

Check setting and test operation of controls.

Check operation of gas train.

Check safety/relief valves.

Boiler locations listed below:

Guerra Branch Library, 7978 Military Drive West, San Antonio, TX 78227 – 1 Boiler

Collins Garden Branch Library, 200 N. Park, San Antonio, TX 78204 – 1 Boiler

McCreless Branch Library, 1023 Ada, San Antonio, TX 78223 – 1 Boiler

Semmes Branch Library, 15060 Judson Road, San Antonio, TX 78247 – 1 Boiler

CHILLED AND HOT WATER PUMPS:

Lubricate pump and motor bearings as per manufacturers' recommendations.

Check suction and discharge pressures and pump strainer; clean as needed.

Inspect packing or mechanical seal; adjust or replace as required.

Inspect motor mounts and vibration pads.

Visually inspect pump alignment and couplings.

ROUTINE MAINTENANCE AIR HANDLING UNIT:

Lubricate motor and shaft bearing as required.

Check motor for proper operation.

Check drive belt for proper tension and wear.

Inspect inlet guide vanes to blower assembly and pneumatic control.

Inspect heating and cooling coils.

A/C HEAT PUMP UNIT SPLIT DX SYSTEMS (CENTRAL AC/HEATER UNIT):

Lubricate blower and condenser motors.

Check operating controls and safeties.

Check motor and fan blades; tighten as required.

Inspect all electrical connections.

Check oil level in the compressors; document measurements.

Check suction pressure, discharge pressure and oil pressure; document measurements.

Check the liquid line sight glasses.

Visually inspect system for leaks using lead detector to pinpoint leaks.

Measure and record system superheat and sub-cooling and record all readings on monthly report.

VENTILATION/EXHAUST SYSTEMS (Quarterly Planned Maintenance) Contractor shall perform this service on a quarterly basis, at a minimum, for all locations.

Visually check belts; replace if necessary.

Inspect pulleys and sheaves.

Measure and record motor amps for each system, provide information with report.

Provide Exhaust Fan checklist of items addressed with report. (See Attachment C Exhaust Fan checklist).

4.13 JOBSITE INSPECTIONS

Jobsite inspections will be held as necessary. (Refer to RFCSP Exhibit 7 – Site Visit Inspection)

4.14 SPECIAL CONDITIONS

Contractor SHALL accept equipment covered in this contract in an "AS IS CONDITION." It is highly recommended that prospective bidders inspect equipment at each location in order to familiarize themselves with current condition of equipment and the facilities for which they serve. Bidder notification to the City regarding equipment that is found to be unacceptable must be received by the Library Facility Manager immediately following the first schedule service at the respective library location. Equipment that may be excluded from the contract shall be established by the Library Facility Manager and notification issued by an addendum published by the City. To schedule site inspections or further information, contact the Library Facility Manager. Locations may be equipped with energy management controls for which the awarded contractor must have the capability to maintain properly. The Collins Garden Location utilizes a Hanover Control System.

4.15 LOCATION INFORMATION:

Branch Name	Address	Zip Code	Main Telephone Line	Second Telephone Line
Bazan	2200 Commerce St W	78207	207-9160	207-9167
Brook Hollow	530 Heimer	78232	207-9030	207-9038
Carver	3350 Commerce St E	78220	207-9180	207-9187
Central	600 Soledad	78205	207-2500	207-2500
Cody	11441 Vance Jackson	78230	207-9100	207-9107
Collins Garden	200 Park N	78204	207-9120	207-9126
Cortez	2803 Hunter	78224	207-9130	207-9136
Encino	2515 E. Evans Rd	78259	207-9250	207-9251
Forest Hills	5245 Ingram Rd	78228	207-9230	207-9237
Great Northwest	9050 Wellwood	78250	207-9210	207-9218
Guerra	7978 Military Dr W	78227	207-9070	207-9079
Igo	1330 Kyle Seale Pkwy	78249	207-9080	207-9089
Johnston	6307 Sun Valley	78227	207-9240	207-9248
Landa	233 Bushnell	78212	207-9090	207-9098
Las Palmas	515 Castroville Rd	78237	207-9200	207-9207
Maverick	8700 Mystic Park	78254	207-9060	207-9068
McCreless	1023 Ada	78223	207-9170	207-9176
Memorial	3222 Culebra	78228	207-9140	207-9147
Mission	3134 Roosevelt Av	78214	207-2704	207-9027
Pan American	1122 Pyron Av W	78221	207-9150	207-9157
Parman	20735 Wilderness Oak	78258	207-2703	207-9002
San Pedro	1315 San Pedro	78212	207-9050	207-9056
Schaefer	6322 US Hwy 87 E	78222	207-9300	207-9302
Semmes	15060 Judson Rd	78247	207-9110	207-9129
Thousand Oaks	4618 Thousand Oaks	78233	207-9190	207-9197
Tobin @Oakwell	4134 Harry Wurzbach	78209	207-9040	207-9029
Westfall	6111 Rosedale Ct	78201	207-9220	207-9227

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 solicitation items.
3. Contractor personnel assigned not having the skill or knowledge to diagnose the problem or perform the repair or both.
4. Contractor not providing submittals as required by the solicitation.
5. Contractor not completing the work as required by the solicitation.
6. Contractor not providing invoice as required by solicitation.
7. Contractor not meeting the project schedule as required by solicitation.
8. Contractor does not meet performance requirements.
9. Contractor does not meet meeting requirements.
10. Contractor does not meet documentation requirements.
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 agreement may result in the termination of the contract by the City.

4.17 QUALITY ASSURANCE AND CONTROL

1. Only trained and certified installation contractor technicians shall be used to provide services.
2. Only products shipped directly from manufacture or an approved distributor shall be used in this contract.
3. The Certified contractor shall ensure that quality standards are met during and after maintenance services.
4. All services meet codes and manufacturers standards.
5. The contractor is responsible for quality assurance and control.
6. The contractor shall provide a report that shows meeting performance requirement.

4.18 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 name and phone number of the technician providing the services and ticket number or service number.

Corrective Repairs: Parts 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 corrective repair 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 its original 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 thirty (30) minutes of receiving the notification during the week, weekends and holidays.
 - 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 emergency service visit, including parts and labor, will be borne by Contractor, and no additional charge will be authorized by the City. If the repair is a corrective repair then Contractor shall invoice the City based on labor rates and parts upcharge per Attachment B, Price Schedule.**
 - 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. For the purposes of this contract, corrective repairs deemed necessary by the City may be classified as an EMERGENCY REPAIR. Contractor shall not begin any work that is beyond the scope of the maintenance specifications herein unless specifically requested by the CDDR in writing by issuance of a purchase order or requesting the service in writing by email from CDDR. After the 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 repair 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 Repair work with the City's purchase order number reflected on the invoice..
3. **URGENT SERVICES:** Same service standards as emergency calls with the exception of respond time.
 - 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 the week and holidays.
 - 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 labor, will be borne by Contractor, and no additional charge will be authorized by the City. If the repair is a corrective repair then Contractor shall invoice the City based on labor rates and parts upcharge per Attachment B, Price Schedule.**
 - d. Contractor shall provide a point of contact (name and phone number) to be available 24/7 including holidays.
 - e. The work shall be completed same day of the notification. If work cannot be completed during the same day of the notification due to materials, the work shall be completed, within

seven (7) calendar days of receipt of notification. All requirements shall be identified within 24 hours of the notification. Material requirements shall be processed and ordered within 24 hours of receipt of notification. Material shall be received within three (3) days of receipt of notification. 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 final completion date.

- f. Contractor shall not begin any work that is beyond the scope of the maintenance specifications herein unless specifically requested by the CDDR in writing by issuance of a purchase order or requesting the service in writing by email from the CDDR. After the email, a purchase order will be provided by CDDR within seven (7) working days. Contractor shall provide a quotation of the work to be performed with an estimated cost for repair within four (4) hours for urgent service calls.

4. **ROUTINE AND REPAIRS SERVICE:** Same service standards as emergency and urgent calls with the exception of respond time.

- 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 the week and holidays.
- c. Contractor shall provide a point of contact (name and phone number) to be available 24/7 including holidays.
- d. **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 labor, will be borne by Contractor, and no additional charge will be authorized by the City. If the repair is a corrective repair then Contractor shall invoice the City based on labor rates and parts upcharge per Attachment B, Price Schedule.**
- e. Part shall be charge at 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.
- f. **The work shall be completed same day of the notification. If the Contractor cannot complete the work during the same day of the notification due to a parts shortage, the Contractor shall identify, process and order the needed parts with 24 hours. The Contractor will also notify the CDDR immediately. The CDDR and Contractor will develop a joint repair timeline.**
- g. Contractor shall not begin any work that is beyond the scope of the maintenance specifications herein unless specifically requested by the CDDR in writing by issuance of a purchase order. Contractor shall provide a quotation of the work to be performed with an estimated cost for repair within twenty four (24) hours.

5. **CALL BACKS AND RESPONSE TIME:** Callbacks are returns for inspections or repairs for an incident that City previously reported, and for which Contractor previously reported having completed repairs. Callbacks during normal working hours and/or after normal working hours are included in the price of this contract for both covered and non-covered work. Call-back service is included at no additional cost to City. Call back response time shall be in accordance with an emergency service call.

4.19 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. The City may invoke service credits if this substandard condition exists for longer than four hours after Contractor's required response time for routine corrective repairs, longer than two hours for urgent services, or for longer than one hour after Contractor's required response time for an Emergency

Call. The applicable four-hour, two-hour, or one hour period starts when Contractor receives notification from the CDDR via a service call.

- a. Scheduled service work that is not completed and results in an inoperable system is not cause for a waiver of the Service Credit
2. The City may, at its discretion, instruct Contractor to perform this remedial maintenance 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.
3. The Service Credit is \$50.00 per hour or fraction of an hour, for each unit that malfunctions, until the situation is rectified. The situation is rectified when acceptable operation is verified by the CDDR.
4. 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 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.
5. The Service Credits apply to Equipment and related components separately; therefore, simultaneous breakdowns of several units may invoke multiple Service Credits.
6. 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 credits and include the deduction on the next invoice. Continual failures by Contractor to expedite work to correct malfunctions is cause for termination of the contract and the performance bond may be used to perform the required repairs.
7. The Parties agree that these Service Credits are liquidated damages, and not a penalty.

4.20 SPECIAL FUNCTION HOURS:

The Library, on occasion, will host events that will require the need for custodial service to be available. These services are often on evenings and weekends. Library Facility Manager or designated location manager will provide Contractor with at least 5 business days' written notice of the need for an HVAC Technician to be available at such events. Payment for such services shall be based upon the applicable rate shown on the Price Schedule.

4.21 ON-SITE TECHNICIAN

The Library requests a part-time on-site technician will be at Central Library for at least twenty (20) hours per week. The technician will be responsible for monitoring/maintaining the HVAC system at Central Library. On occasion, and at the Library Facility Manager's discretion, the technician will be deployed to branch locations experiencing HVAC problems. The technician must have transportation and tools that will be used to repair HVAC problems that do not required an On-Call Service.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or MAY 1, 2018, whichever is later. This contract shall terminate on APRIL 30, 2021.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 2 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.

All or None Bid.

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

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.

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 "FULL COVERAGE SERVICE OF HVAC SYSTEMS - SAPL" 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-Purchasing Division. 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:

<u>TYPE</u>	<u>AMOUNTS</u>
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 d. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability. e. Explosion, Collapse, Underground f. Contractual Liability	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
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
7. Property Insurance: For physical damage to the property of City, including improvements and betterment to City Premises	Coverage for replacement value at ACV
*Licensed and Bonded	Per State Requirements/Local Requirements

- 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.

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 RFCSP Exhibit No. 3. 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 & Capital Improvements Department
Labor Compliance Office
114 W. Commerce, 6th Floor
San Antonio, Texas 78205
Phone: (210) 207-8022
<http://www.sanantonio.gov/TCI/Current-Vendor-Resources/Labor-Compliance>

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 Form
Attachment A – Part Two – Experience, Background, and Qualifications
Attachment A – Part Three – Proposal Plan and Solution
Attachment B – Pricing Schedule
Attachment C – Contracts Disclosure Form
Attachment D – Litigation Disclosure Form
Attachment E – Subcontractor/Supplier Utilization Commitment Form
Attachment F – Veteran-Owned Small Business Program Tracking Form
Attachment G – Certificate of Interested Parties (Form 1295)
Attachment H – Proposal Checklist

Exhibit 1 – Small Business Economic Development (SBEDA) Program
Exhibit 2 – Proof of Insurability
Exhibit 3 – Prevailing Wage Rates
Exhibit 4 – HVAC Equipment List Inventory
Exhibit 5 – HVAC PM Checklist
Exhibit 6 – Exhaust Fan PM Checklist
Exhibit 7 – Site Visit Inspection Schedule
Exhibit 8 – Filter List
Exhibit 9 – City Holiday Schedule

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 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.

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further

notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

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

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

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

INDEMNIFICATION

Vendor covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to Vendor' activities under this Agreement, including any acts or omissions of Vendor, any agent, officer, director, representative, employee, contractor 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.

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 the CITY in writing within 24 hours of any claim or demand against the CITY or **Vendor** known to **Vendor** related to or arising out of **Vendor'** activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at **Vendor's** cost. The 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 limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

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

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

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

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

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

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

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 hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Contracts With Companies Engaged In Business With Iran, Sudan, Or Foreign Terrorist Organization Prohibited.

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

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

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, addendums, purchase orders, and exhibits, if any, and Respondent's proposal, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. City's solicitation documents shall control over Respondent's proposal in the event of a conflict. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in

writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

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

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

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

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

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

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

Respondent Information
Please Print or Type

Vendor ID	
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 Proposal

008 - STANDARD DEFINITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION FORM

- 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 three (3) references, that Respondent has provided services to within the past three (3) 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: _____

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: _____

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: _____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the Preferred Qualifications for HVAC work requested by this RFCSP to include the following:
 - a. List and describe three (3) HVAC maintenance and repairs contracts or projects performed over the past three (3) years. Include the company name, point of contact, phone number, description of services provided, date of service, and size of facility
 - b. Indicate the number of years Respondent has provided commercial HVAC work as defined in this RFCSP.
 - c. Indicate the number of labor disputes within the past three (3) years in which the Respondent's involvement resulted in a work stoppage or reduction in service level. Provide explanation detailing the circumstances for each dispute, location, and outcome.
 - d. Please provide a copy of valid class A HVAC License with combine endorsement by the Texas Department of Licensing and Regulation, and confirmation of registration with the City of San Antonio, through its Development Services Department for each staff member which will be dedicated to this contract.
 - e. Any technician working within City facilities must have a background check before being allowed to access a building.
2. Provide a list of HVAC equipment previously maintained that is of the type and grade to be maintained under this contract. Include the quantity of each unit, length of time for which services were provided, dates services were provided, and name of owner of each HVAC unit. Respondent may include the same information pertaining to similar HVAC units for which Respondent has provided maintenance services. Respondent shall also provide, with its bid response, a list of available personnel to perform work hereunder, including each person's qualifications.
3. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed at high visibility or similar 24/7 facilities over the past four (4) years. Identify associated results or impacts of the project/work performed. Indicate challenges and how they were met.
4. Describe Respondent's specific experience with public entities clients, especially large municipalities. 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.
5. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project. Describe the experience and skill levels of your employees who would be providing HVAC services if you are awarded this contract, including license levels, years of experience, and specific projects completed.
6. 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.
 - a. Indicate whether Respondent's proposed subcontractors or Joint Venture team members have ever been terminated from a contractor prior to project completion within the past four (4) years. If yes, provide the firm name and a brief explanation.
 - b. Indicate whether Respondent's proposed subcontractor(s) or Joint Venture team members have ever failed to receive an agreement extension or award for eligible phase work within the past four (4) years. If yes, provide the firm name and a brief explanation.

7. Provide for evaluation purposes, a resume of experience of the assigned foreman and service personnel.
8. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFCSF ATTACHMENT A, PART THREE

PROPOSAL PLAN AND SOLUTION

Prepare and submit the following items.

1. **Staffing Plan** – Describe Respondent's Staffing Plan on providing trade services; include a job description for each position that is included in the Staffing Plan. Indicate which, if any, positions, Respondent is planning to fill with current, experienced qualified local service employees to perform work. Include work hours and number of employees scheduled during the work hours, and problem resolution with staff scheduling.
2. **Identification Plan** – Describe Respondent's plan for ensuring that vehicles and uniforms clearly identify company name as well as plan for meeting employee ID badge requirements.
3. **Safety Plan** – Describe Respondent's safety plan. Said plan must address all aspects of the Respondent's safety procedures including responsibility for OSHA compliance, drug testing, trend analysis, corrective action and interface with City inspectors.
4. **Quality Assurance/Quality Control (QA/QC) Plan** – Describe Respondent's QA/QC Plan to include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with City, and control of subcontractors' performance, if any. Include a copy of Respondent's Standard Operating Procedures (SOP).
5. **Training Plan** – Describe training and instruction programs that Respondent will provide to its employees working on City projects. Describe how Respondent and individuals assigned will meet the solicitation requirements.
6. **Communication Plan** – Describe contract administration/communication procedures. Discuss lines of communications and interaction with City staff and others.
7. **Project Coordination Plan** – Respondent SHALL submit, to the Library Facility Manager, a schedule of monthly, quarterly, semi-annual and annual equipment maintenance to be performed at the location(s) covered under this contract within 30 days of being awarded the contract. For locations designated for quarterly maintenance only, provide a schedule of the quarterly maintenance to be performed at those locations within 30 days of contract award. Contractor shall develop a preventive maintenance schedule for the HVAC units, including ventilation systems, as recommended by the manufacturer and best practices of the trade.
8. **Equipment** – Rental of scissor lift platform or other lifting equipment for reaching units in high places is Contractor's responsibility
9. **Additional Information** – Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFCSP ATTACHMENT B**PRICE SCHEDULE**

All contractors must use the Price Schedule in the exact format as shown below. Any deviations or exceptions, such as the inclusion of contingent price increases, will result in the rejection of the proposal from consideration. 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.

ITEM 1 – PREVENTIVE MAINTENANCE & FILTER CHANGES

	BRANCH NAME	ADDRESS	UOM (A)	PRICE PER MONTH (B)	EXTENDED PRICE (A X B)
Item 1a	Bazan Branch Library	2200 Commerce St W., 78207	EA	\$	\$
Item 1b	Brook Hollow Branch Library	530 Heimer, 78232	EA	\$	\$
Item 1c	Carver Branch Library	3350 Commerce St. E., 78220	EA	\$	\$
Item 1d	Central Library	600 Soledad, 78205	EA	\$	\$
Item 1e	Collins Garden Branch Library	200 Park N., 78204	EA	\$	\$
Item 1f	Cortez Branch Library	2803 Hunter, 78224	EA	\$	\$
Item 1g	Encino Branch Library	2515 Evans Rd. E., 78259	EA	\$	\$
Item 1h	Forest Hills Branch Library	5245 Ingram Rd., 78228	EA	\$	\$
Item 1i	Great Northwest Branch Library	9050 Wellwood, 78250	EA	\$	\$
Item 1j	Guerra Branch Library	7978 Military Dr. W., 78227	EA	\$	\$
Item 1k	Igo Branch Library	1330 Kyle Seale Pkwy., 78249	EA	\$	\$
Item 1l	Johnston Branch Library	6307 Sun Valley, 78227	EA	\$	\$
Item 1m	Landa Branch Library	233 Bushnell, 78212	EA	\$	\$
Item 1n	Las Palmas Branch Library	515 Castroville Rd., 78237	EA	\$	\$
Item 1o	Maverick Branch Library	8700 Mystic Park, 78254	EA	\$	\$
Item 1p	McCreless Branch Library	1023 Ada, 78223	EA	\$	\$
Item 1q	Memorial Branch Library	3222 Culebra, 78228	EA	\$	\$
Item 1r	Mission Branch Library	3134 Roosevelt Av., 78214	EA	\$	\$
Item 1s	Pan American Branch Library	1122 Pyron Av. W., 78221	EA	\$	\$

Item 1t	Parman Branch Library	20735 Wilderness Oak, 78258	EA	\$	\$
Item 1u	San Pedro Branch Library	1315 San Pedro, 78212	EA	\$	\$
Item 1v	Schaefer Branch Library	8322 US Hwy 87 E, 78222	EA	\$	\$
Item 1w	Semmes Branch Library	15060 Judson Rd., 78247	EA	\$	\$
Item 1x	Thousand Oaks Branch Library	4618 Thousand Oaks, 78233	EA	\$	\$
Item 1y	Tobin @ Oakwell Branch Library	4134 Harry Wurzbach, 78209	EA	\$	\$
Item 1z	Westfall Branch Library	6111 Rosedale Ct., 78201	EA	\$	\$

ITEM 2 – HOURLY LABOR RATES

Hourly Labor Rates These rates apply only to Items 1a through 1z				
Item #	Staff, Days/Hours Repair Labor for Library	Estimated Annual Hours (A)	Hourly Rate (B)	Extended Total (AxB)
Item 2a	Service Technician Normal Work Hours Labor Rate Monday - Friday 8:00 AM CT - 5:00 PM CT (Exclusive of City recognized Holidays)	60	\$	\$
Item 2b	Helper Normal Work Hours Labor Rate Monday - Friday 8:00 AM CT - 5:00 PM CT (Exclusive of City recognized Holidays)	20	\$	\$
Item 2c	Service Technician Overtime Work Hours Labor Rate Monday - Friday 5:01 PM CT - 7:59 AM CT (All day weekends and on City recognized Holidays)	30	\$	\$
Item 2d	Helper Overtime Work Hours Labor Rate Monday - Friday 5:01 PM CT - 7:59 AM CT (All day weekends and on City recognized Holidays)	10	\$	\$

ITEM 3 – SPECIAL FUNCTION HOURS

SPECIAL FUNCTION HOURS:		
Job Classification	Estimated Hourly Rate	Hourly Rate
HVAC Technician	20	\$ _____

ITEM 4 – ON-SITE TECHNICIAN

Item #	Staff, Days/Hours Repair Labor for Library	Estimated Annual Hours (A)	Hourly Rate (B)	Extended Total (AxB)
Item 2a	Service Technician Normal Work Hours Labor Rate Monday - Friday 8:00 AM CT - 12:00 PM CT (Exclusive of City recognized Holidays)	20	\$	\$
Item 2c	Service Technician Overtime Work Hours Labor Rate Monday - Friday 12:01 PM CT - 7:59 AM CT (All day weekends and on City recognized Holidays)	20	\$	\$

Payment Terms: Prompt payment discount _____ % _____ days (if no discount is offered, net 30 will apply).

RFCSP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at:

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

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
ATTACHED AS A SEPARATE DOCUMENT

RFCSP ATTACHMENT E

SUBCONTRACTOR/SUPPLIER UTILIZATION
COMMITMENT FORM

ATTACHED AS A SEPARATE DOCUMENT

RFCSP ATTACHMENT F

VETERAN OWNED SMALL BUSINESS PROGRAM (VOSBP) TRACKING FORM

ATTACHED AS A SEPARATE DOCUMENT

RFCSP ATTACHMENT G

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. 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.

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.

“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.

“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) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity

“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.

RFCSP ATTACHMENT H

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 RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Pricing Schedule RFCSP Attachment B	
Contracts Disclosure form RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
* Subcontractor/Supplier Utilization Plan RFCSP Attachment E; and Associated Certificates, if applicable	
* Veteran-Owned Small Business Program Tracking Form RFCSP Attachment F	
*Certificate of Interested Parties RFCSP Attachment G	
Proposal Checklist RFCSP Attachment H	
Financial Information	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance RFCSP Exhibit 2	
*Prevailing Wages RFCSP Exhibit 3	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
* Addenda, if any	
One (1) COMPLETE original signed in ink, seven (7) hard copies WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc (NO SBEDA, VOSB AND/OR PRICING TO BE INCLUDED) and one (1) (CD) or flash drive of entire proposal in PDF format if submitting in hard copy.	

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

010 - RFCSP EXHIBITS

RFCSP EXHIBIT 1

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

A. Solicitation Response and Contract Requirements and Commitment

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

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

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

B. SBEDA Program

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

C. Definitions

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

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the City's 2015 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its CVR system, and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected Availability for award dollar weights as found in the 2015 Disparity Study.

Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

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

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

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

Certification – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City may accept any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6.

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

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

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

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

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

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

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

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

Goal Setting Committee (GSC) – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department (if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at \$3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes S/M/WBE Program Goals for the City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project-specific characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

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

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

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and

Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

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

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

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

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

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

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

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

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

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

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the Significant

Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in the SBEDA Ordinance is not inclusive of women-owned business enterprises (WBEs).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the City’s 2015 Disparity Study analyzed contract utilization and

availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

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

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

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

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

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

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

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

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

Suspension – the temporary stoppage of an SBE or M/WBE firm's beneficial participation in the City's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.

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

of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

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

D. SBEDA Program Compliance – General Provisions

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

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

5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone Subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. CITY recommends all Subcontractors to be registered in the CVR.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

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

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

M/WBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 8. (f), this contract is also being awarded pursuant to the M/WBE Subcontracting Program. CONTRACTOR agrees to subcontract or self-perform at least **thirteen percent (13%)** of its prime contract value to certified M/WBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area (SAMSA). If the Prime CONTRACTOR is a certified M/WBE firm, then the CONTRACTOR is allowed to self-perform up to the entire M/WBE subcontracting goal amount with its own forces. To the extent that the certified M/WBE Prime CONTRACTOR does not self-perform a portion of the M/WBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted.

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

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

Subcontractor Diversity: The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the M/WBE community in its efforts to exercise good faith in achieving the M/WBE subcontracting goal of 13% that has been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio architecture and engineering industry, as reflected in the City's Centralized Vendor Registration system for the month of January 2018, African-American owned firms represent approximately 2.42% of available subcontractors, Hispanic-American firms represent approximately 9.21%, Asian-American firms represent approximately 0.79%, Native American firms represent approximately 0.21%, and Women-owned firms represent approximately 4.65%, of available architecture and engineering subcontractors.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

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

H. Violations, Sanctions and Penalties

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

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;

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

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

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

RFCSP EXHIBIT 2

PROOF OF INSURABILITY

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

RFCSP EXHIBIT 3

PREVAILING WAGE RATES

ATTACHED AS A SEPARATE DOCUMENT

RFCSP EXHIBIT 4
HVAC EQUIPMENT LIST

CENTRAL LIBRARY

QUANTITY	UNIT	MODEL	LOCATION
	Chillers	York Model # YKECERQ7-ERG Serial # SBDM-475260	
		York Model # YKECERQ7-ERG Serial # SBDM475040	
2	Cooling Tower	Cells	
	Pumps		
2		Condenser Water	
2		Chill Water Primary	
2		Chill Water Secondary	
2		Hot Water Pumps	
	Boilers		
		Rite Mod. 425 Ser. #23879	
		Rite Mod. 425 Ser. #23878	
	Build-Up Units (Air Handlers)		
3		Build-Up Units	
1		Air Handler	
	Elevator Room Split Systems		
		Payne Mod. #PA13NR0241J Serial # 3114X63410	
		Carrier Mod. Name Plate Unreadable	
		York Mod. #JGTYCC004ZA;	
	Exhaust Fan		
2		Woods Mod. #60J1	

BAZAN BRANCH LIBRARY

QUANTITY	UNIT	MODEL	LOCATION
	Package Units		
	Cage Area	Model # THA090S2BN2Y Serial # 5608D15424	
	Cage Area	TRANE Model # WCH180B300HA	

		Serial # 502101155D	
		Model # THA060B2DM1Y	
Cage Area		Serial # 5608D11100	
	Compressors	Lennox	
		Model # HP29-060-7Y	Cage Area
		Serial # 5808D12079	
		Lennox	Cage Area
		Model # HP29-060-7Y	
		Serial # 5808D12082	
	Air Handler	Lennox	
Mechanical Room		Model # CB30M-65-4P	
		Serial # 5808D15465	
		Lennox	
Mechanical Room		Model # CB30M-65-4P	
		Serial # 5808D39275	

BROOK HOLLOW BRANCH LIBRARY

QUANTITY	UNIT	MODEL	LOCATION
	Split Units		
	Compressors		
		Trane	Outside
		Model # TWA090D30RAA	
		Serial # 11423NKEYA	
		Trane	Outside
		Model # RAUCC25EBY0300D000000	
		Serial # CO%H07867	
		Ruud	Outside
		Model # RAWL-120CAZ	
		Serial #7759F030904555	
		Trane	Outside
		Model # TTA240B300FA	
		Serial # 532357UAD	
		Trane	Outside
		Model # TTA120C300GC	
		Serial #5341Y1EAD	

CARVER BRANCH LIBRARY

QUANTITY	UNIT	MODEL	LOCATION
	Split Units		
	Air Handlers		
		Carrier	
		Model # 40RMQ016-B611HC	
		Serial # 1207U08927	
		Carrier	
		Model # 40RMQ016-B611HC	

Serial # 1307U09478

Carrier
Model # 40RMQ016-B611HC
Serial # 1107U07533

Carrier
Model # 40RMQ016-B611HC
Serial # 1107U07534

Compressors

Carrier
Model # 38AQ-007-520H
Serial # 1407X83779

Carrier
Model # 38AQS016-541
Serial # 1707G10067

Carrier
Model # 38AQ-007-520
Serial # 1607X81481

Carrier
Model # 38AQS016-541
Serial # 1707G10066

CODY BRANCH LIBRARY

<u>QUANTITY</u>	<u>UNIT</u>	<u>MODEL</u>	<u>LOCATION</u>
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Split Units
Air Handler

Ruud
Model # UHLA-HM6024JA
Serial # M390801217

Ruud
Model # UHLA-HM6024JA
Serial # M380803281

Ruud
Model #UHLA-HM6024JA
Serial # M320807027

Ruud
Model # RHGG-090ZK
Serial # 184F210807064

Rheem
Model # RHGG-240ZK
Serial # 227F250804813

Compressors

Ruud
Model #UAND-060CAZ
Serial # 7305M360804171

Rheem
Model # RAWE-120CAZ
Serial # 6686F370807803

Rheem

Model # RAWE-120CAZ
 Serial # 7184F370807347

Rheem
 Model # RAWE-120CAZ
 Serial # 6686F370807804

COLLINS GARDEN BRANCH LIBRARY

QUANTITY	UNIT	MODEL	LOCATION
1	Boiler	Gas Fired Water Heating Boiler	Mechanical Room
	Boiler	Model# WNG450 Serial # 47821	
4	Air Handlers	Lennox	Mechanical Room
		Model # CBX27UH-048-230-6-03 Serial # 1612G08854	
		Model # TAA180S4D-1Y Serial # 5612H05644	Mechanical Room
		Lennox	Mechanical Room
		Model # CBX27UH-018-230-6-02 Serial # 1612F12054	
		Trane	
		Model # TWE120A30088	

CORTEZ BRANCH LIBRARY

QUANTITY	UNIT	MODEL	LOCATION
3	Package Unit	1 Greenheck	*Roof Meeting Room
		Model # ERH-45L-15-30-ES Serial # 10853848	
		2 Trane	*Roof
		Model # Yhc060E3ELAOLD2A100000000 C Serial # 943100139I	
		3 Carrier	*Roof
		Model # 48HJR007-M-551NB Serial # 2107G10640	
2	Compressors	1 Carrier	Cage Area
		Model # 38ARQ012—501CA Serial # 1907G40106	
		2 Carrier	Cage Area
		Model # 38ARQ012—501CA Serial # 1907G40105	
1	Air Handler	1 Carrier	Mechanical Room
		Model # 40RMQ024—B511HC Serial # 2107U15537	

*** Units Are On The Roof**

ENCINO BRANCH LIBRARY

<u>QUANTITY</u>	<u>UNIT</u>	<u>MODEL</u>	<u>LOCATION</u>
	Rtu-1	Trane Model # TSC120F3EOAOOB00100000000 D Serial # 114310218L	Roof
	Compressor	Circuit #1 SXAO39B3BPA 11J3141CN Circuit #2 SXAO61B3BPA 112790DN	
	RTU-2	Trane Model # YSC120F2ELAOOB00100000000 D Serial # 114112272L	Roof
	Compressor	Circuit #1 SXAO39B3BPA 11I3141CN Circuit #2 SXAO39B3BPA 11I2882DN	
	RTU – 3	Trane Model # YHC120E3RLAPEG00100000000E Serial # 114112257L	Roof
	Compressor	Circuit #1 SPA038B3BPA 11FE4315N Circuit #2 SPA057A3BPA 11HC5389N	
	RTU – 4	Trane Model # YCD151E3LAAD Serial # 114210137D	Roof
	Compressor	Circuit #1 SPA044B3BPA 11HDE3936N Circuit #2 SSA083A3BPA 11HD3469N	
	RTU – 5	Trane Model # YHC092F3RLAOG00100000000 D Serial # 114112258L	Roof
	Compressor	Circuit #1 SXAO28C3BPA 11G5959DN Circuit #2 SXAO49B3BPA 11GE1847N	
	RTU – 6	Trane Model # YSC036E3ELA1B00100000000 B Serial # 114112082L	Roof
	Compressor Circuit	HRH032U2LP6 S3511KL02008	

FOREST HILLS BRANCH LIBRARY

<u>QUANTITY</u>	<u>UNIT</u>	<u>MODEL</u>	<u>LOCATION</u>
	Split Units Air Handler AC – 1	Trane Model # TWE180B300EL Serial # 6422RGDHD	
	AC – 2	Trane Model # 6445R93HD Serial # 6445R93HD	
	AHU – 1	York Model # CSI113SVFC15X15 "B SERIES" SV-F Serial # CCHM+024748	
	Compressors	Trane Model # TWA180B300FB Serial # 6255PA2AD	
		Trane Model # TWA180B300FB Serial # 631410YAD	
		Trane Model # TTA090D300AA Serial # 11384NGJYA	
		Trane Model # TTA090D300AA Serial # 11384NGBYA	
		Trane Model # BAYHTRM320AB Serial # 6294WGACD	
		Trane Model # BAYHTRM302AB Serial # 6412R7XCD	

GREAT NORTHWEST BRANCH LIBRARY

<u>QUANTITY</u>	<u>UNIT</u>	<u>MODEL</u>	<u>LOCATION</u>
4	Package Units	Trane Model # YHC120E4ELAOHBOA10000000E Serial # 120911508L	
		Trane Model # YCH241G4BBAA Serial # 120910836D	
		Trane Model # YCH181F4L0AA Serial # 120910836D	
		Trane Model # YCH181F4L0AA Serial # 120910643D	
		Trane	

Model # YCH151F4L0AA
 Serial # 120910859D

Split Units
 Air Handlers

Trane
 Model # TWE060A400EL
 Serial # 5393TJGBD
 Trane Supplemental Electric Heater
 Model # BAYHTRL415AB
 Serial # 6111TNJCD
 Closet Meeting Room

Trane
 Model # TWE060A400EL
 Serial # 610UAJBD
 Trane Supplemental Electric Heater
 Model # BAUHTRL415AB
 Serial # 6152L29CD
 Closet Meeting Room

Trane
 Model # TWE060A400E:
 Serial # 5424RFFBD
 Trane Supplemental Electric Heater
 Model # BAUHTRL415AB
 Serial # 6181PW3CD

Trane
 Model # TWE060A400EL
 Serial # 6171UY7BD
 Trane Supplemental Electric Heater
 Model # BAUHTRL415AB
 Serial # 6073RKGCD

Compressors

Trane
 Model # 2TTA0060A4000AA
 Serial # 50712B73F

Trane
 Model # 2TTA0060A4000AA
 Serial # 6153PUE3F

Trane
 Model # 2TTA0060A4000AA
 Serial # 608108N3F

Trane
 Model # 2TTA0060A4000AA
 Serial # 6153PKJ3F

GUERRA BRANCH LIBRARY

QUANTITY	UNIT	MODEL	LOCATION
	Split Units Boiler	Lochinvar Model # KBN400 Serial # J12H1023440	Corner Mechanical Room
	Compressors	UNKNOWN Model # Faded	Cage Outside Quiet Room

	Serial # Faded	
	Carrier Model # 38AKS028—501 Serial # 4903F67738	Fenced Area
	Carrier Model # 38AKS028—501 Serial # 5003G30018	Fenced Area
	Carrier Model # 38AKS024—501 Serial # 4903F67249	Fenced Area
	Carrier Model # 38AKS024-521 Serial # 4903F67249	Fenced Area
CU4	Carrier Model # 38AKS016—521 Serial # 4703F66057	Fenced Area
Air Handlers AHU 1	Carrier Model # 39MN17B00527N11SXS Serial # 4703F66617	Mechanical Room 1
AHU 2	Carrier Model # 39MN06B00527P11SXS Serial # 4703F66588	Mechanical Room
AHU 3	Carrier Model # 39MN21B00527Q12SXS Serial # 4703F66593	Mechanical Room 3
AHU 4	Carrier Model # 39MN12B00527R11SXS Serial # 4703F66619	Mechanical Room 3
	Carrier Model # FB4BNF024 Serial # 5003A85822	Quiet Room

IGO BRANCH LIBRARY

QUANTITY	UNIT	MODEL	LOCATION
1	Package Units RTU - 1 Meeting Room 1	York Model # DR060C00N4EAA2A Serial # NON6303942	Fence Area
1	RTU – 2 Conference Room	York Model # DH090C00N4EAA5A Serial # NON6294527	
	RTU – 3 Meeting Room 2	York Model # DR060C00N4EAA2A Serial # NON6303943	
1	Split Units Air Handlers AHU – 1		

1		Model # LB180C00A6AAA1A Serial # NON6329565 Supplemental Electric Heater Model # 2HB04502046A Serial # NNHM177965 Supplemental Electric Heater Model # 2HB04502016A
1	AHU – 2	Model # KEU090A33A Serial # N0D7646053 Supplemental Electric Heater Model #2HS04502646A
1	AHU – 3 Break Room	Model # K4EU090A33A Serial # N0B7457873 Supplemental Electric Heater Model # 2HS04501646A Serial # N0A6730085
	AHU – 4 Circulation	Model # AHP48D2CH21A Serial # AOH6873472
	OAU – 1	Munters Model # HCUB30124MNTNE030210000S Serial # 07AHCUB36855
	Compressors CU – 1 AHU – 1	Model # HB180C00A4AAA1C Serial # NOB7414759
	CU – 2 AHU – 2	Model # H1RA076S46H Serial # W0C7548985
	CU – 3 AHU – 3	Model # H1RA076S46H Serial # W0E6258913
	CU – 4 AHU – 4	Model # H1RC048S46G Serial # WOM5303433
	OAU – CU – 1	Keep Rite Model # KCHC08D Serial # 062308529

JOHNSTON BRANCH LIBRARY

<u>QUANTITY</u>	<u>UNIT</u>	<u>MODEL</u>	<u>LOCATION</u>
	Package Units	Lennox Model # KCA150S4BN1Y Serial # 5611E06759	*Roof
		Greenheck Model # ERH=\$%L-15-5C-ES Serial # 10564124 Heater Unit	

Greenheck
 Model \$PVF200H
 Gas

Split Units
 Compressors

Lennox
 Model # TAA090S4D=1Y
 Serial # 5612F07012

LANDA BRANCH LIBRARY

<u>QUANTITY</u>	<u>UNIT</u>	<u>MODEL</u>	<u>LOCATION</u>
	Split Units Compressors	Goodman Model # GSC130483BB Serial # 1107461004	
		Goodman Model # GSC130483BB Serial # 1107461020	
		Goodman Model # GSC130483BB Serial # 1107684813	
		Goodman Model # GSC130483BB Serial #1107684814	
		Trane Model # TWR030C100A2 Serial #L385U6TCF	
2	Window Units	Friedrich	
	Elevator Control Room	Model # UNKNOWN Serial # UNKNOWN	Basement
	Communication Closet	Friedrich Model # UNKNOWN Serial # UNKNOWN	Basement
	Air Handlers 048 AHU 001	Ruud Model # UGPH-10EBRJR Serial # FD5D307F449908688	
	048 AHU 002	Ruud Model # UGPH-10EBRJR Serial # FD5D307F449908706	
	048 AHU 003	Ruud Model # UGPH-10EBRJR Serial # FD5D307F449908705	
	048 AHU 004	Ruud Model # UGPH-10EBRJR Serial # FD5D307F449908721	

Trane
 Model # TWE030C140A1
 Serial # L4042052V

LAS PALMAS BRANCH LIBRARY

QUANTITY	UNIT	MODEL	LOCATION
2	Air Handler AHU 1	Carrier Model # 39LD1213AB1513-L Serial # 5293T48296	Mechanical Room
	AHU 2	Carrier Model # 39LD1313AB1541 Serial #5293T48295	Mechanical Room
2	Duct Gas Heater	Modine Model # DJE400SFM Serial #2010294	Top of AHU 2
		Modine Model # DJE305SJM Serial # 2010294	Top of AHU 1
1	Chiller	Carrier Model # 30GTN090---620KA Serial # 1502F46698	

MAVERICK BRANCH LIBRARY

QUANTITY	UNIT	MODEL	LOCATION
5	Air Handler AHU – 1A	Trane Model # TWE090A300EL Serial # 4214MALBD	
	AHU – 1B	Trane Model # TWE090A300EL Serial # 5061ND4HD	
	AHU – 2 A	Trane Model # TWE180B300EL Serial # 5054T0PHD	
	AHU – 2B	Trane Model # TWE180B300EL Serial # 5054USXHD	
	AHU – 2 C	Trane Model # TWE090A300EL Serial # 4214L5SBD	
5	Compressors HP – 1A	Trane Model # TWA090A300FB Serial # 5234POCAD	

HP – 1B	Trane Model # TWA090A300FB Serial # 5233293AD
HP – 2A	Trane Model # TWA180B300FB Serial # 5232I3NAD
HP – 2B	Trane Model # TWA180B300FB Serial #52331P5AD
HP – 2C	Trane Model # TWA090A300FB Serial # 5234XCTAD

MCCRELESS BRANCH LIBRARY

QUANTITY	UNIT	MODEL	LOCATION
	Split Units Compressors	Carrier Model # 38ARQ008---501CA Serial # 2207G30117	
		Carrier Model # 38ARQ008---501CA Serial # 2207G30116	
		Trane Model # \$TWB4049E1000BA Serial # 12033K4Y2F	
		Carrier Model # 25HBR324G310 Serial # 1707E31495	
		Carrier Model #25HBR336G320 Serial # 2407E01772	
	Air Handler AHU #1	Trane Model # AM5A0C48M415AA Serial # 11235KHR2V	
	AHU #2	Model # FA4CNF036 Serial # 2407A85007	
	AHU #3	Model # FA4CNF024 Serial # 0807A73303	
	AHU #4	Model #40RMQ008-B611HC Serial # 2107U15555	
	AHU #5	Model # 40RMQ008-B611HC Serial # 2107U15554	

MISSION BRANCH LIBRARY

QUANTITY	UNIT	MODEL	LOCATION
1	Chiller	McQuay Model # AGZ055CHHNN-ER10 Serial # STNU100800091	Cage Area
2	Air Handler Units AHU 1	McQuay Model # Faded Serial # Faded	Mechanical Room 1
	AHU 2	McQuay Model # Faded Serial # FB0U100800326	Mechanical Room 2
2	ERV – 2		

PAN AMERICAN BRANCH LIBRARY

QUANTITY	UNIT	MODEL	LOCATION
	Package Units	Trane Model # YCH151C3LOBB Serial # 645101128D	
		Trane Model # TWA240B300FB Serial # 6424TYUAD	
	Compressors	Model # TSA072S4SM1Y Serial # 5612D07715	
1	Air Handler	Trane Model # TWE240B300EL Serial # 6143TGKHD	

PARMAN BRANCH LIBRARY

QUANTITY	UNIT	MODEL	LOCATION
2	CHW Pumps		Central Plant
1	ERV Mechanical Room 16		
11	Fan Power Box TU 1 TU 2A TU 2B TU 2C TU 2D TU 3 TU 4 TU 5 TU 6A TU 6B TU 7		Room 106* Stor 128* Stor 128* Room 129* Room 129* Room 106* Room 122* Room 123* Room 125* Room 128* Room 125*
2	Air Handler Units		

AHU - 1	McQuay Air Handler Model # CAH025GDAC Serial # FB0U1008008	Mechanical Room 131
AHU - 2	McQuay Air Handler Model # CAH030GNAC Serial # FB0U100800756	Mechanical Room 116

* High Off The Ground

SAN PEDRO BRANCH LIBRARY

QUANTITY	UNIT	MODEL	LOCATION
2	Package Unit HVAC 1	Trane Model # YHC10A3ELA2G000000000000 D Serial # 652100088L	South Side Roof*
	HVAC 2	Trane Model # YHC092A3ELA2M000000000000 D Serial # 512100082L	North Side Roof*

* Units on the roof close to the edge

SEMMES BRANCH LIBRARY

QUANTITY	UNIT	MODEL	LOCATION
1	Boiler	Lochinvar Model # PBN1001 Serial # C05H00174570	Mechanical Room
4	Split Units Air Handlers AHU - 1	Carrier Model # 39MN14B0057MC11SX Serial # 0705F06820	Mechanical Room
	AHU - 2	Carrier Model # 39MN0880057MD11SXS Serial # 0705F6893	Mechanical Room
	AHU - 3	Carrier Model # 39MN14B0057ME11SX Serial # 0705F06828	Mechanical Room
	AHU - 4	Carrier Model # 39MN21B0057MF22SXS Serial # 0705F06847	
1	Compressor	Carrier Model # 30GTN070---631 Serial # 0805F07755	

THOUSAND OAKS BRANCH LIBRARY

QUANTITY	UNIT	MODEL	LOCATION
	Split Units Air Handlers FC 1	Ruud Model # RHGL-090ZK	

	Serial # F050902009 Waren Electric Heater Unit Model # CBK Serial # 189996-001
FC 2	Ruud Model #RHGL-090ZK Serial # F360805824 Waren Electric Heater Unit Model # CBK Serial # 189996-001
FC 3	Ruud Model # RHGL-090ZK Serial # F050902007 Waren Electric Heater Unit Model # CBK Serial # 189996-001
FC 4	Ruud Model # RHGL-090ZK Serial # F050902008 Waren Electric Heater Unit Model # CBK Serial # 189996-001
FC 5	Ruud Model #RHGL-090ZK Serial # F360805821 Waren Electric Heater Unit Model # CBK Serial # 189996-001
Compressors CU 23	Ruud Model # RAWL-180CAZ Serial # 7925F100904954
CU 5	Ruud Model # RAWL-090CAZ Serial # 7753F100904621
CU 14	Ruud Model # RAWL-180CAZ Serial # 7925F100+04952

TOBIN @ OAKWELL BRANCH LIBRARY

QUANTITY	UNIT	MODEL	LOCATION
	Split Units Air Handler AH #1	Model # L2EU240AA Serial # NGAS112507	
	Heater	No Label	
	AH #2	Lennox	

	Heater	Model # TAA090S4D-1Y Serial # 5612F07012 Reznor Model # HX150E-8 Serial # BIA66W8N00204
	AH #3	Lennox Model # TAA090S4D-1Y Serial # 5612F07011
	Heater	Modine Model # Faded Serial # Faded
3	Compressors	Carrier Model # 38AKS024---521 Serial # 3805G40047 Lennox Model #TSA090S4SN1Y Serial # 5612F07136 Lennox Model # TSA090S4SN1Y Serial # 5612F07142

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<u>QUANTITY</u>	<u>UNIT</u>	<u>MODEL</u>	<u>LOCATION</u>
	Package Units	York Model # ZJ048N06N2AAA1C Serial # N0B9598309	
		York Model # DF072N08N2AAA2B Serial # NOK8369734	
		York Model # DH240N24A2AAA1E Serial # N0A9543204	
		York Model # DH180N24A2AAA2D Serial #Noa9530707	

RFCSP EXHIBIT 5

HVAC PREVENTIVE MAINTENANCE CHECKLIST

ATTACHED AS A SEPARATE DOCUMENT

RFCSP EXHIBIT 6
EXHAUST FAN CHECKLIST
ATTACHED AS A SEPARATE DOCUMENT

RFCSP EXHIBIT 7

HVAC SITE VISIT INSPECTION SCHEDULE

THE VISIT SCHEDULE WILL BE DICTATED BASED ON REQUESTS BY PROPOSERS.

RFCSP EXHIBIT 8

FILTER LIST

ATTACHED AS A SEPARATE DOCUMENT