

AN ORDINANCE **2017-03-30-0170**

AUTHORIZING A CONTRACT WITH L.J. POWER, INC. TO PROVIDE THE CITY WITH PREVENTATIVE MAINTENANCE AND REPAIR OF GENERATORS AT CITY LOCATIONS FOR AN ESTIMATED ANNUAL AMOUNT OF \$385,000.00.

* * * * *

WHEREAS, the City released a Request for Competitive Sealed Proposals (RFCSP) to provide the City with preventative maintenance and repair of generators; and

WHEREAS, of the four responses received, three were deemed responsive and evaluated; and

WHEREAS, the proposal from Waukesha-Pearce Industries, Inc. was disqualified for failure to meet the requirements specified in the RFCSP; and

WHEREAS, staff recommends L.J. Power, Inc. for award of this contract; **NOW THEREFORE:**

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

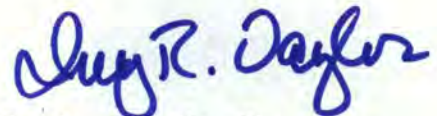
SECTION 1. The proposal submitted by L.J. Power, Inc. to provide the City with preventative maintenance and repair of generators is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the score summary and RFCSP are attached hereto and incorporated herein for all purposes as **Exhibit I**. A copy of the proposal may be inspected in the offices of the Purchasing Division of the Finance Department.

SECTION 2. It has been found and declared that the proposal from Waukesha-Pearce Industries, Inc. failed to meet the City's specifications and/or requirements.

SECTION 3. The amounts will be encumbered upon issuance of a purchase order, and payment is authorized to L.J. Power, Inc. All expenditures will be in accordance with the Fiscal Year 2017 and subsequent budgets that fall within the term period of this contract approved by City Council.

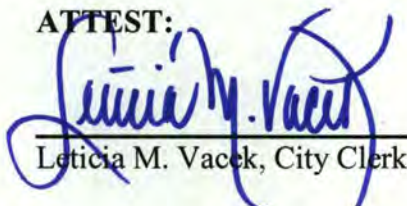
SECTION 4. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED AND APPROVED this 30th day of March, 2017.



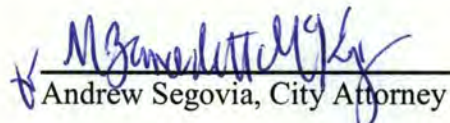
M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	5 (in consent vote: 5, 6, 7, 9, 13, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30)						
Date:	03/30/2017						
Time:	09:51:12 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a contract with LJ Power, Inc. to provide the City with preventative maintenance and repair of generators at City locations for an estimated annual amount of \$385,000.00. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

EXHIBIT I

RFCSP City-Wide Maintenance and Repair of Generators and Associated Equipment Score Summary	Maximum Points	L. J. Power Generators, Inc. 9301 Hwy 290 West, #100 Austin, Texas 78736	Loffin Equipment Co., Inc. 1241 Universal City Blvd Universal City, Texas 78148	Romco Equipment Co., LLC P.O. Box 560248 Dallas, Texas 75356
A - Experience, Background, Qualifications	35	17.53	28.86	6.57
B - Proposed Plan	35	18.22	29.17	8.83
A - B SUB-TOTAL	70	35.74	58.03	15.41
C - Price Schedule	25	25.00	3.50	11.80
D - SBEDA - Mentorship Program	5	5.00	0.00	5.00
C - D SUB-TOTAL	30	30.00	3.50	16.80
TOTAL SCORE	100	65.74	61.53	32.21
RANK BASED ON TOTAL SCORE		1.00	2.00	3.00



CITY OF SAN ANTONIO
FINANCE DEPARTMENT

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100007351, 2016-93
CITY-WIDE MAINTENANCE AND REPAIR OF GENERATORS AND ASSOCIATED
EQUIPMENT

Date Issued: July 8, 2016

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM, CST, NOVEMBER 4, 2016

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

Address for hard copy responses:

Physical Address:
City Clerk's Office
100 Military Plaza
2nd 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

"CITY-WIDE MAINTENANCE AND REPAIR OF GENERATORS AND ASSOCIATED EQUIPMENT"

Proposal Due Date: 2:00 p.m., CST, NOVEMBER 4, 2016

RFCSP No.: 6100007351, 2016-93

Respondent's Name and Address

Proposal Bond: YES Performance Bond: YES 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 July 26th, 2016 at 2:30 P.M. at 111 SOLEDAD, 11TH FLOOR, HILL COUNTY CONFERENCE ROOM

2nd Pre-Submittal Conference *YES

*if YES, the 2nd Pre-Submittal Conference will be held on September 30, 2016 at 10:00 A.M at 111 SOLEDAD 11TH FLOOR, HILL COUNTRY CONFERENCE ROOM

Staff Contact Person: DENISE PARKS, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: DENISE.PARKS@SANANTONIO.GOV

SBEDA Contact Information: Gus Loeffelholz, 210-207-3910, Email: Gus.Loeffelholz@sanantonio.gov

This solicitation has been identified as High-Profile.

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

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

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

003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals.

Submission of Hard Copy Proposals. Respondent shall submit one **COMPLETE** original signed in ink, 6 hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc (NO SBEDA, LPP, VOSB AND/OR PRICING TO BE INCLUDED)** and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "City Wide Maintenance and Repair of Generators and Associated Equipment" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than **2:00 P.M. Central Time, on October 21, 2016** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk
Attn: Denise Parks
P.O. Box 839966
San Antonio, Texas 78283-3966
FINANCE DEPARTMENT – PURCHASING DIVISION

Physical Address:

Office of the City Clerk
Attn: Denise Parks
100 Military Plaza
2nd Floor, City Hall San Antonio, Texas 78205

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.

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 Page XX, Section 003-Instructions for Respondents, Part B, Submission Requirements, and each section and attachment must be indexed and, for hard copy submissions, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk in Section 008, Proposal 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, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals, and submitted in the same manner as original proposals. For hard copy proposals,

provide a cover letter with the proposal, indicating it is a modified proposal and that the original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

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 constitutes a binding signature for all purposes. Respondents are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Respondent's being held liable for the submission.

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

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

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

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 Finance Department.

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before 7 calendar days 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 International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

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

Pre-Submittal Conferences.

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. A Site Visit Schedule is included in this RFCSP as Attachment L. Contractor must notify the Departmental Point Of Contact *prior* to accessing equipment locations. Contractors must be escorted by City Staff during visits, unless stated otherwise.

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. Conference Bridge: Toll Free Dial-In Number: 855-850-2672. Access Code: 995 352

Respondents have an additional opportunity to attend a 2nd Pre-Submittal Conference. It will be held at the time and place noted on the Cover Page, 2nd Pre-Submittal Conference. Respondents are encouraged to prepare and submit their questions in writing in advance of the 2nd 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.

Conference Bridge: Toll Free Dial-In Number: 855-850-2672 Access Code: 994 954 393

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

Changes to RFCSP.

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

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

Preparation of Proposals.

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

Proposal Format. Each proposal shall be typewritten, single spaced on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to the RFCSP General Information Form may not exceed 10 pages in length. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Instructions to Respondents Part B - Submission Requirements, and each section and attachment must be indexed and, for hard copy submission, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal, or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the submission or may negatively affect scoring.

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

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

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

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

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

Description of Supplies.

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

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

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

Samples, Demonstrations and Pre-award Testing. If requested by City, Respondent shall provide product samples, demonstrations, and/or testing of items proposed to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of a proposal. All samples (including return thereof), demonstrations, and/or testing shall be at Respondent's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples

will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

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, 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. Respondent 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.

Certificate of Interested Parties.

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

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print your completed Form 1295 and the certification of filing. Sign Form 1295 in front of a notary and submit it, along with the certification of filing, with your response to this solicitation. In Box 3 of Form 1295, 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.

"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.

Conflict of Interest.

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

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

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

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

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

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

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

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

If delivering by hand, deliver to:

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

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

PART B

SUBMISSION REQUIREMENTS

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

If submitting a hard copy proposal, each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

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

TABLE OF CONTENTS

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

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

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

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

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

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

<https://www.sanantonio.gov/efrms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary 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 F. 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.

VETERAN OWNED SMALL BUSINESS PREFERENCE PROGRAM. Use the Form found in this RFCSP as Attachment G.

Local Preference Program. Use the Form found in this RFCSP as Attachment H.

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 I.

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

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.

CRIMINAL JUSTICE INFORMATION SERVICES ADDENDUM. Use the Form found in this RFCSP as Attachment O

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

UNIQUE SITE SPECIFIC REQUIREMENTS. Include this attachment for BESD Maintenance Requirements in your proposal. RFCSP Attachment Q.

ITSD UNIQUE SITE SPECIFIC REQUIREMENTS Include ITSD Unique Site Specific Requirements in your proposal as RFCSP Attachment R.

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. The selection committee may select respondents who are judged to be reasonably qualified for interviews, depending on whether further information is needed. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation Criteria:

Experience, Background, Qualifications (35 points)

Proposed Plan (35 points)

Price (25 points)

Mentorship Incentive (5 points)

Respondents certifying their commitment to serve as mentors in the City of San Antonio's Mentor Protégé Program will receive five evaluation criteria percentage Points. Respondents document such commitment by initialing and signing the "Mentor Commitment Form" attached to this solicitation.

For qualified joint venture respondents, each joint venture partner must initial, sign and submit a "Mentor Commitment Form" for the joint venture respondent to receive the five evaluation preference points.

004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1 **Background.** The City of San Antonio is soliciting proposals for Contractor(s) to provide all labor and materials to provide preventative and remedial maintenance, inspection and repair of generators, including transfer switches and backup pump systems at various locations, including additional supporting equipment at various locations throughout the City. The services include, but are not limited to: emergency calls, non-emergency calls, scheduled preventative maintenance and minor repairs. City Departments may have different maintenance and scheduling requirements under this solicitation. A contact list for each Departmental Point of Contact (DPOC) is provided as ATTACHMENT K of this RFCSP. ATTACHMENT M details the preventative maintenance frequency for each department.
- 4.2 **Contractor Qualifications.**
- 4.2.1 Contractor shall have a minimum of 5 years experience in generators, associated equipment and transfer switch maintenance and repair service.
- 4.2.2 Contractor shall be authorized or designated by any one or more of the generator manufacturers listed in Attachment D - Price Schedule as a service representative in order to qualify for award under these specifications and provide the services required herein. Additional consideration will be given in the Experience, Background and Qualifications / Proposed Plan sections of the RFCSP based on the relevant number of manufacturer letters represented by respondent. If any equipment is covered by a manufacturer's warranty, the warranty provider in the area will provide repairs for the equipment. Contractor shall provide a letter of authorization with submission of the proposal.
- 4.2.3 The City will award contracts on a category item basis. Category items are created based on generator manufacturer. Site items are the current location of the generator within a City owned or leased facility and/or structure. City may delete site and/or site items prior to award. In addition, City may delete generators and/or transfer switches and/or pump systems from the contract during the contract term, and prices shall be adjusted accordingly. If all generators and/or transfer switches and/or pump systems in a particular category item are removed, City will terminate the contract for that category item in accordance with the termination for convenience clause. City may also add generators and/or transfer switches and/or pump systems to a category item during the term. If a generator and/or transfer switch and/or pump system is added, the price shall be same as the generator/item already on contract. The addition and/or deletion of equipment shall be done in writing by the Director of Finance or designee.
- 4.3 **Contractor's Responsibility.**
- 4.3.1 Contractor shall perform all work in strict compliance with the requirements of The Life Safety Code, The National Fire Protection Association Codes and References, The InterNational Electrical Testing Association, Occupational Safety and Health Administration, and Natural Fuel Gas Codes; and all other applicable federal, state and local laws and regulations, with those adopted by the City of San Antonio taking priority over privately published reference material in case of a conflict in terms. Testing shall comply with NETA 10 testing requirements. Contractor is responsible for including any updates to schedules per code requirements. See ATTACHMENT J, Standards References.
- 4.3.2 Contractor shall provide all labor, equipment, materials and electrical connections, etc. necessary for generator and/or transfer switch, and/or pump systems preventative maintenance and repair.

- 4.3.3 Mileage and travel time to and from the job site is not reimbursable under this contract. Mileage and travel costs shall be included in the hourly rate quoted for labor in the RFCSP.
- 4.3.4 Unless otherwise stated herein, filters, clamps, oil, lubricants, additives, all consumable materials and any materials necessary to routine maintenance are to be included in the monthly price as necessary to perform any inspection and regular maintenance.
- 4.3.5 Contractor shall provide a fixed monthly cost representative of monthly, quarterly, semi-annual, annual, 2 year and 3 year maintenance cycle and inspection requirements as required for each category item listed in **Attachment D, Price Schedule**, of this RFCSP.
- 4.3.6 Contractor shall be responsible for title and risk of loss or damage to all items until acceptance by the City. City inspection shall not relieve Contractor of any obligation to ensure that all articles, materials and supplies are consistent with specifications, and are fit for their intended use. The City reserves the right to conduct tests or inspections it may deem advisable to insure that goods and services conform to the specifications.
- 4.3.7 All other parts costs shall be reflected on the Price Schedule included in the RFSCP.
- 4.3.8 Contractor shall supply all labor, materials, transportation and tools necessary for the proper execution and completion of the inspection and regular maintenance work; and shall perform in the best and most workmanlike manner the complete maintenance and everything incidental thereto, as stated in the specifications or reasonably implied on and in accordance with the contract documents. Contractor shall provide full time supervision and properly skilled service representatives or technicians to perform the work required under this RFCSP.
- 4.3.9 Prior to ordering any material or performing any work, Contractor shall verify all required replacement parts and shall be responsible for the correctness of the same. No exchange or compensation will be allowed on account differences.
- 4.3.10 Contractor shall confine the operations and work force to space allowed by law and as allotted by the City. Contractor at his expense shall protect and be responsible for any damage to adjacent buildings, property, etc.
- 4.3.11 Contractor shall furnish and pay for all means of removing the trash and debris generated by his work and legally disposing of all such debris. No debris shall be dumped and left about City facilities.
- 4.3.12 Contractor shall furnish to the City a written one-year guarantee on repair work and parts. The guarantee is to be effective from date of acceptance. Any work found to be defective due to workmanship or materials shall be repaired or replaced by Contractor at no cost to the City.
- 4.3.13 Any materials or parts used in complying with the contract are to be equal to or better than original equipment parts.
- 4.3.14 Contractor shall hold and maintain all proper and current licenses and bonds. Contractor is responsible for obtaining all required permits and inspections as required by federal, state or local laws and governing regulations or agencies.
- 4.3.15 Contractor shall provide all required safety barriers at the job site(s) during the execution of work to alert the building occupants of any potential hazards.

4.4 **Service Requirements.**

- 4.4.1 The service requirements stated herein are considered minimum service requirements. Contractor shall submit with its proposal a detailed proposed Maintenance Plan for each year of the contract, including all potential renewals, which must include and shall be automatically deemed to include, the minimum service requirements stated herein. Contractor shall also include in its Maintenance Plan the manufacturer's recommended maintenance and indicate which requirements are those of the manufacturer and which are additional maintenance procedures proposed by Contractor. Contractor's Maintenance Plan shall be a part of this contract in accordance with Section 006-General Terms & Conditions, Entire Agreement.

- 4.4.1.A The service requirements stated herein are detailed in **Part A - City Standards** and **Part B - Unique Site Specific Requirements**. **Part B -Unique Site Specific Requirements** is included as separate attachment, **ATTACHMENT Q**. **Part A** applies to all equipment covered under this contract, with the exception of the equipment managed by the **Building & Equipment Services Department**, and denoted by the **Site Code BESD** on the **Price Schedule**. All requirements and standards shall be adhered to in accordance in strict compliance with current requirements of The Life Safety Codes, The National Fire Protection Association, The International Electrical Testing Association, OSHA, and all applicable federal, state and local laws and regulations. Testing shall comply with NETA 10. See Attachment J -Standards Reference.
- 4.4.2 Preventative maintenance shall be performed on generator engines powered by gasoline, propane, natural gas, electricity, diesel or any combination of those types of power, automatic/manual transfer switches, all associated sensors, senders, relays, P.C. boards, timers and all other devices which comprise the appropriate emergency power system.
- 4.4.3 Preventative Maintenance shall be completed in accordance with the annual, quarterly and/or monthly intervals specified and shall meet, exceed and/or include any of the manufacturers' requirements not listed. The various departments within the City shall have the final determination as to the scheduled maintenance cycle for each of the generator sets. Contractor shall produce a monthly invoice with the checklist of items addressed upon each visit.
- 4.4.4 **ADDITIONS OR DELETIONS:** the City reserves the right to add, delete or replace a generator and/or transfer switch and/or pump system listed on ATTACHMENT D Price Schedule during this contract period. If a generator, transfer switch and/or pump system is replaced, Contractor shall perform preventative maintenance on the replacement item when the manufacturer's warranty has expired. Contractor shall provide maintenance for all new items under the same requirements stated herein. The City will advise Contractor of the addition or deletion of any locations, any new or old items, and when service shall begin if the item is new.

PART A - CITY STANDARDS

4.5 MONTHLY INSPECTIONS

4.5.1 INSPECTION TO GENERATOR AND ASSOCIATED EQUIPMENT

4.5.1.1 Inspections shall be conducted on all generator and associated equipment and systems. Inspections shall include, but not be limited to, the following:

4.5.2 Generators:

4.5.2.1 Visually inspect general condition of emergency power system for any unusual condition of vibration, leakage, noise, wear or damage, loose connections or components, temperature, corrosion or deterioration.

4.5.2.2 Check air inlets and outlets for debris. Clean as necessary.

4.5.2.3 Semi-annually, visually inspect brush length and appearance that it is free to move in holder.

4.5.3 Lube Oil System:

4.5.3.1 Inspect oil and filters.

4.5.3.2 Upon request, run a spectrum analysis of all oil with the approval of DPOC in accordance with labor / parts rates in price schedule.

4.5.3.2 Ensure block heater is functioning, correct leaks and make adjustments as necessary.

4.5.3.3 Inspect for correct oil level and contamination.

4.5.3.4 Visually inspect unit for leaks.

4.5.3.5 Operational check of gauge for correct pressure. Record and document oil pressure.

4.5.3.7 Operation and visual inspection of pre-lube.

4.5.3.8 Inspect crankcase breather for proper operation. Check connections and inspect hoses for deterioration. Note excessive blow by.

4.5.3.9 Clean crankcase breather semi-annually.

4.5.4 Cooling System:

- 4.5.4.1 Visual inspection of radiator/heat exchanger for leaks, damage, and debris. Check for adequate fresh air through radiator and check louver operation.
- 4.5.4.2 Inspect duct work.
- 4.5.4.3 Visual inspection of correct level and condition of coolant (rust, oil, and contaminants).
- 4.5.4.4 Record temperature for jacket water heater.
- 4.5.4.5 Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surface.
- 4.5.4.6 Check for adequate cooling water to heat exchanger.
- 4.5.4.7 Visual inspection of hoses and connectors for deterioration. Check tightness of connectors.
- 4.5.4.8 Check fan drive pulley and fan for loose or worn pulleys and lube fan drive bearings. Check fan operation clearances.
- 4.5.4.9 Inspect fan belts for wear and deterioration. Check tension and adjust as necessary.
- 4.5.4.10 Inspect jacket water heater for proper operation. Check thermostat settings for proper coolant temperature.
- 4.5.4.11 Visual and operational inspection of water pump for leaks and unusual noises.
- 4.5.4.12 Inspect sample of coolant and change when necessary.
- 4.5.4.13 Maintain coolant at the proper level. Ensure that all generators in unheated locations are protected to -25 degrees F.
- 4.5.4.14 Inspect for leaks and provide estimate for performing necessary adjustments.
- 4.5.4.15 Systems without coolant system shall be inspected to ensure the flywheel blower fan, shroud and cooling fins are free of dirt, dust or oil accumulation.
- 4.5.4.16 Check fan and alternator belt.
- 4.5.4.17 Check water pump.

4.5.5 Fuel Systems:

- 4.5.5.1 Inspect fuel system (gasoline, natural gas, propane, or diesel) and all connections for evidence of wear or other failure, check natural gas regulator pressure and log pressure readings, inspect natural gas connection lines and ensure there are no leaks. For gasoline or diesel engines, change fuel filters as needed and required, inspect tank, make necessary adjustments.
- 4.5.5.2 Reserved.
- 4.5.5.3 Add fuel stabilizer/biocide if requested or required by DPOC.
- 4.5.5.4 Inspect, check and record fuel pressure.
- 4.5.5.5 Clean strainer, filter or combination.
- 4.5.5.6 Visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation.
- 4.5.5.7 Test supply or transfer pump operation, day tank float switch and solenoid valve operation.
- 4.5.5.8 Drain water from fuel line separator when needed.
- 4.5.5.9 Quarterly, drain water and sediment from fuel tanks.
- 4.5.5.10 Reserved.
- 4.5.5.11 Inspect fuel lines and connections for leaks, tightness of connections. Check line brackets.
- 4.5.5.12 Inspect flexible fuel lines and air lines.
- 4.5.5.13 Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- 4.5.5.14 Inspect primary and secondary fuel filters for damage, leaks and proper operation.

4.5.6 Air Induction and Exhaust Systems:

- 4.5.6.1 Inspect exhaust system for leakage, adjust as necessary, drain condensation traps, and ensure that exhaust is not restricted.
- 4.5.6.2 Inspect insulation for fire hazards.
- 4.5.6.3 Note reading of air filter and clean as necessary.
- 4.5.6.4 Inspect piping and air filter housing for damage, loose connections and evidence of leaks. Clean air filters housing if air filter is cleaned or replaced. Check housing seals and gaskets.
- 4.5.6.5 Inspect turbocharger for oil leakage and exhaust leakage, check for unusual noises and proper operation.
- 4.5.6.6 Inspect exhaust manifold for damage. Inspect for slobbering. Load bank recommendation.
- 4.5.6.7 Inspect exhaust system silencer and piping for damage, corrosion or leakage. Check rain cap. Check supports for vibration damage and loose connectors.
- 4.5.6.8 Inspect combustion air supply filters and components for evidence of wear. Adjust systems as necessary.

4.5.7 Starter and Battery Charge System:

- 4.5.7.1 The associated engine charging system shall be checked on the department's required basis and operated until the unit reaches the normal operating temperature, or approximately one half-hour, depending on the size and type of generator. Electrolyte readings, temperatures, voltages and other required work, including the need for battery water, shall be recorded and the data submitted to the DPOC for each respective department serviced by the contract; as part of the regular inspection report. Inspection to include:
- 4.5.7.2 Inspect batteries for damage or leakage, clean battery acid neutralizer. Clean and tighten all battery cable connections.
- 4.5.7.3 Check and record for equalize charge and specific gravity.
- 4.5.7.4 Reserved.
- 4.5.7.5 Reserved.
- 4.5.7.6 Inspect battery charger for proper operation, loose terminals, and deteriorated wiring.
- 4.5.7.7 Visually inspect and remove corrosion. Clean case exterior and dry.
- 4.5.7.8 Inspect starting motor electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check for abnormal engagement and cranking noises.
- 4.5.7.9 Inspect Alternator for proper operation, loose connections, and mounting hardware. Check belts, pulley and voltage output.

4.5.8 Engine motors and Safety Controls:

- 4.5.8.1 Check safety controls for loose connections and wiring deterioration.
- 4.5.8.2 Inspect all remote and annunciator panels.

4.5.9 Control Panel and Electrical Systems:

- 4.5.9.1 Each inspection and test shall include, but not be limited to, the following areas, and the need for any repairs shall be reported to the DPOC:
- 4.5.9.2 Start controls – auto/manual – operation check for proper operation. Check automatic start (if allowed).
- 4.5.9.3 Operation check for voltmeter correct readings. Check voltage level, voltage gain and voltage drop adjustment. Check circuit breaker.
- 4.5.9.4 Visually inspect complete electrical system. Check for wire chafing, clean boxes, panels and cabinets.
- 4.5.9.5 Reserved.
- 4.5.9.6 Moved to Section 4.6.16.16.
- 4.5.9.7 Moved to Section 4.6.16.17.
- 4.5.9.8 Replace defective indicator lights with the approval of DPOC in accordance with labor / parts rates in price schedule.
- 4.5.9.9 Reserved.
- 4.5.9.10 Reserved
- 4.5.9.11 Reserved
- 4.5.9.12 Reserved.
- 4.5.9.14 Moved to 4.6.16.15
- 4.5.9.15 Reserved
- 4.5.9.16 Reserved

4.5.10 Prime Mover

- 4.5.10.1 Conduct a visual inspection of prime mover.
- 4.5.10.2 Check air filter service indicator and turbo charger
- 4.5.10.3 Visually inspect and check governor oil level and linkage.
- 4.5.10.4 Check the governor oil level and linkage.
- 4.5.10.5 Semi-annually, check choke setting and carburetor adjustment.

4.5.11 Gauges and Instrumentation:

- 4.5.11.1 Quarterly, check for proper readings while the generator is running and offline, calibrate and adjust as necessary.

- 4.5.11.2 Lubricate: Apply lubrication to all moving linkages, valves and controls that have appropriate fittings.
- 4.5.11.3 Leaks: Check under the engines and around all systems for evidence of leakage. Tighten and repair as needed. Replace as needed with the approval of DPOC in accordance with labor / parts rates in price schedule.
- 4.5.11.4 Vents: Inspect, clean, adjust and/or replace as necessary.
- 4.5.11.5 Controls: Inspect mechanical, electrical, pressure and thermal control and protection devices, including the governor and overspin trip, to ensure dependable and safe service; make necessary adjustments.

4.5.12 Transfer Switches and Isolation Switches

- 4.5.12.1 Visually inspect nameplate data with drawing and specification or previous inspection report. Note any changes. Check warning signs are attached and visible.
- 4.5.12.2 Inspect physical and mechanical condition. Lubricate all moving parts and linkages.
- 4.5.12.3 Check all cable connections and retighten. Check boxes, panel and cabinets
- 4.5.12.4 Check wire insulation for breakdown.
- 4.5.12.5 Visually check the switch, and clean the switches enclosure.
- 4.5.12.6 Visually inspect the transfer and isolation switches contacts.
- 4.5.12.7 Inspect and test batteries.
- 4.5.12.8 Test operation of safety devices.
- 4.5.12.9 All automatic and manual transfer switches shall be inspected and tested. This inspection and test may be done in conjunction with the Departmental requirements for said inspection and test of the generator set. All inspections and test shall be scheduled through the DPOC. Each inspection and test shall include, but not limited to inspection and the need for any repairs, and reported to the DPOC.
- 4.5.12.10 Check main and arcing contacts for excessive erosion, pitting and discoloration due to excessive heat.
- 4.5.12.11 For visible control relays, check for excessive erosion
- 4.5.12.12 Check insulation for cracks and/or discoloration.
- 4.5.12.13 Inspect cable and control wire connections to transfer switch control, sensing panel and other system components.
- 4.5.12.14 Ensure all covers are tight and doors are securely closed.
- 4.5.12.15 Clean interiors of generators and transfer switches
- 4.5.12.16 Test operation of alarm alerts and notification systems.

4.6 Annual Preventative Maintenance

4.6.A Schedule for annual preventative maintenance will be determined by each City Department and determined with awarded vendor. Workdays and work hours may occur during weekends and late night and early morning hours.

4.6.1 Includes Monthly Inspections, as well as the following:

4.6.2 Fuel System:

- 4.6.2.1 Replace fuel filter, inspect for proper sealing and operation.
- 4.6.2.2 Test tank vents and overflow piping.
- 4.6.2.3 Visually inspect piping and identify any deficiencies.
- 4.6.2.4 Replace engine fuel and air filters.

4.6.3 Lube Oil System:

- 4.6.3.1 Change oil and filters. Inspect all gaskets and seals.
- 4.6.3.2 Obtain oil sample for analysis prior to oil and filter change.
- 4.6.3.3 Inspect and clean crankcase breather. Replace as needed.

4.6.4 Cooling System:

- 4.6.4.1 Test and record antifreeze protection level.
- 4.6.4.2 Replace coolant hoses if cracked or leaking.

- 4.6.4.3 Inspect, test and replace if needed fan driver pulley and fan.
 - 4.6.4.4 Clean (rod out) heat exchanger.
 - 4.6.4.5 Clean exterior of radiator.
 - 4.6.4.6 Clean louver motors and controls.
- 4.6.5 Air Induction System:
- 4.6.5.1 Inspect turbocharger for proper endplay of rotating assembly. Check for oil leakage and for unusual noises.
- 4.6.6 Engine Monitors and Safety Controls:
- 4.6.6.1 Check oil pressure, water temperature, and alternator gauges for accuracy.
 - 4.6.6.2 Inspect safety controls for proper operation, loose connections and wiring deterioration. Check all safety controls for proper operation.
 - 4.6.6.3 Inspect and test all panel and system alarms for proper operation.
 - 4.6.6.4 Sending Unit Switches - check water temperature and oil pressure.
- 4.6.7 Generator:
- 4.6.7.1 Lubricate rear bearings.
 - 4.6.7.2 Check for proper adjustment and condition of vibration isolators.
 - 4.6.7.3 Moved to Section 4.5.2.3
 - 4.6.7.4 Visually inspect and clean commutator, slip rings, rotor and stator.
 - 4.6.7.5 Visually inspect and replace bearing(s) and bearing grease and replace with the approval of DPOC in accordance with labor / parts rates in price schedule.
 - 4.6.7.6 Inspect and clean excitor and voltage regulator.
 - 4.6.7.7 Measure and record resistance readings with insulation tester (Megger).
 - 4.6.7.8 Test infrared emergency power system components.
- 4.6.8 Prime Mover:
- 4.6.8.1 Service air cleaner. Inspect, clean, replace dry type air filter element, or clean and refill oil bath type air cleaner.
 - 4.6.8.2 Test ignition system, to include plugs, points, coil, cap, rotor, and secondary wire insulation. Clean. If replacement is required, replace with the approval of DPOC in accordance with labor / parts rates in price schedule
 - 4.6.8.3 Check choke setting and carburetor adjustment.
 - 4.6.8.4 Test injector pump and injectors for flow rate pressure and/or spray patter.
 - 4.6.8.5 Check the engine accessory drive belts for wear, weather cracking, and damage. Replace as necessary.
 - 4.6.8.6 Visually inspect and clean exciter and voltage regulator.
 - 4.6.8.7 Measure and record resistance readings of windings with insulator tester (Megger)
 - 4.6.8.8 Replace the governor oil and linkage.
- 4.6.9 Control Panel and Electrical Systems:
- 4.6.9.1 Inspect circuit breaker for free movement and tight connections.
 - 4.6.9.2 Load bank testing in accordance with NETA10 and NFPA 110.
 - 4.6.9.3 Complete re-lamping of all lamps in switchgear and panels.
 - 4.6.9.4 Check and tighten control and power wiring.
 - 4.6.9.5 Test and clean circuit breakers and fuses. If replacement is required, replace with the approval of DPOC in accordance with labor / parts rates in price schedule.
 - 4.6.9.6 Check and test calibration of voltage-sensing relays/devices.
 - 4.6.9.7 Replace governor oil, if necessary.
 - 4.6.9.8 Check all gauges.
- 4.6.10 Exhaust System
- 4.6.10.1 Test system for excessive backpressure.
 - 4.6.10.2 Visually inspect and check exhaust system hangers and support.
 - 4.6.10.3 Visually inspect flexible exhaust section.

4.6.11 Automatic Transfer and Isolation Switches (Moved from 4.5.12.)

- 4.6.11.A All automatic and manual transfer switches shall be inspected, tested and if necessary, repaired. This inspection and test may be performed in conjunction with the scheduled inspection and test of the generator set. All annual inspections and tests shall be scheduled through the DPOC. Each annual inspection and test shall include, but not limited to the following:
- 4.6.11.1 Test transfer operation.
 - 4.6.11.2 Test and calibrate switch.
 - 4.6.11.3 Lubricate all moving parts and linkages.
 - 4.6.11.4 Perform annual tests
 - 4.6.11.5 De-energize normal and emergency sources to the transfer switch.
 - 4.6.11.6 Remove arc chutes and pole covers.
 - 4.6.11.7 Inspect all main and arcing contacts for excessive erosion, pitting and discoloration due to excessive heat.
 - 4.6.11.8 Inspect all visible control relay contacts for excessive erosion and pitting.
 - 4.6.11.9 Check all cable and control wiring insulation for cracks and discoloration.
 - 4.6.11.10 Inspect complete system for moisture or wetness.
 - 4.6.11.11 Vacuum and clean any accumulated dust and debris from the switchgear and accessory panel. Re-install covers.
 - 4.6.11.12 Re-energize normal and emergency sources and conduct a test simulating a normal power source failure.
 - 4.6.11.13 Observe and record time delay of transfer from normal to emergency power source and then again from emergency back to normal source. Re-calibrate relays as necessary.
 - 4.6.11.14 Observe and record cool down cycle duration and the time out relay duration. Re-calibrate relays when necessary.
 - 4.6.11.15 Change fuel filters and inspect tanks.
 - 4.6.11.16 Replace air supply filters and adjust systems as necessary.

4.6.12 Switchboard (Moved from section 4.8)

Internal Wiring Components:

- 4.6.12.1 Perform visual inspections of all wiring and connections for signs of tracking, overheating and insulation deterioration.
- 4.6.12.2 Check and tighten, when necessary, all control circuit wiring terminals.
- 4.6.12.3 Check manual switches for free movement and contact continuity.
- 4.6.12.4 Check all common and ground wires. Measure and record resistance to ground readings.
- 4.6.12.5 Calibrate all phase and voltage sensitive relays.
- 4.6.12.6 Record findings of the inspection. Note corrective action taken.
- 4.6.12.7 Report unsafe conditions.
- 4.6.12.8 Report recommendations for replacement of major components.
- 4.6.12.9 Perform Infrared heat scan on all contacts.
- 4.6.12.10 Clean interior of enclosure and remove accumulated dust and/or dirt.
- 4.6.12.11 Check door closure, locking bar and mechanism for proper operation

4.6.13 ASCO Transfer & Bypass Isolation Switches (Asco 962) (Moved from section 4.11)

- 4.6.13.1 Clean the switch enclosure; brush and vacuum away any excessive dust accumulation. Remove any moisture with a clean cloth.
- 4.6.13.2 Check the switch contacts; remove transfer switch barriers and check the condition of the contacts. Replace contacts when pitted or worn excessively. Reinstall barriers carefully.
- 4.6.13.3 Maintain transfer switch lubrication; if switch is subjected to severe dust or abnormal operating conditions renew factory lubrication and all movement and linkages. Re-lubricate the solenoid operator if TS coil is replaced. Do not use oil; order lubrication kit 75-100.
- 4.6.13.4 Check all cable connections and retighten them.
- 4.6.13.5 Check all common ground wires. Measure and record resistance to ground readings.
- 4.6.13.6 Calibrate all phase and voltage sensitive relays.
- 4.6.13.7 Replace backup batteries.

4.6.14 Megohmmeter Test (Moved from section 4.10)

- 4.6.14.1 Test shall be performed with one of the LOAD BANK TESTS.
- 4.6.14.2 Test main stator rotor, main rotor, and exciter stator.
- 4.6.14.3 Testing shall be conducted prior to performing the load test.
- 4.6.14.4 Testing data shall be recorded for reference.

4.6.15 Load Bank Test/Full Load Test (This section moved from section 4.9)

- 4.6.15.1 Testing shall be a 2 hour minimum test and shall comply with NETA10 and NFPA110 testing requirements.
- 4.6.15.2 This should be performed during a "downtime" period on a Sunday or other time as scheduled by the DPOC.
- 4.6.15.3 Testing will require a main power disruption to start the generators and to operate the ASCO switch. Ensure all other components operate correctly and that the generators can handle the full load as built.
- 4.6.15.4 Testing shall be conducted on main stator, main rotor, exciter stator, and exciter rotor. Testing data shall be recorded for reference.
- 4.6.15.5 Operational check for ammeter correct readings. Record ammeter.
- 4.6.15.6 Operation check for frequency meter correct readings. Record meter frequency. Load and no load readings.
- 4.6.15.7 Trained service personnel must be on-site during these tests to quickly handle and correct unforeseen problems with the generator systems, switch, switchgear, control panels, switchboards, and ASCO transfer and bypass isolation switches.

4.7 Preventative Maintenance Performed Every 3 Years.

4.7.A Schedule for 3 Year preventative maintenance will be determined by each City Department and determined with awarded vendor. Workdays and work hours may occur during weekends and late night and early morning hours

- 4.7.1 Includes all services listed in Monthly and Annual as well as:
- 4.7.2 Cooling System:
 - 4.7.2.1 Replace thermostats.
 - 4.7.2.2 Replace fan belts.
 - 4.7.2.3 Replace all cooling system hoses including jacket water heater hoses.
- 4.7.3 Starting System:
 - 4.7.3.1 Replace batteries.
 - 4.7.3.2 Replace alternator belt.
- 4.7.4 Air Induction and Exhaust System:
 - 4.7.4.1 Replace air filter.
 - 4.7.4.2 Adjust valves per manufacturer's recommended hourly interval.
 - 4.7.4.3 Replace cover gaskets.
- 4.7.5 Electrical System
 - 4.7.5.1 Test wire insulation for breakdown
- 4.7.6 Prime Mover
 - 4.7.6.1 Test valve clearance and torque bolts.

4.8 Switchboard Preventative MAINTENANCE - ANNUAL -Moved to Section 4.6.13

4.9 Load Bank Test/Full Load Test Moved to section 4.6.15

- 4.10 Megohmometer Test ITSD and CSF (Refer to Attachment M for Frequency) –Moved to Section 4.6.14
- 4.11 Maintenance Schedule On Asco Transfer & Bypass Isolation Switches (Asco 962) – Annual Moved to Section 4.6.13

PART B – UNIQUE SITE SPECIFIC REQUIREMENTS

SEE ATTACHMENT - Q

4.12 REPAIRS

- 4.12.1 Work that is not covered by the scheduled maintenance portion of this contract may be performed on an hourly fee basis. The hourly rates must be stated on ATTACHMENT D Price Schedule.
- 4.12.2 Parts that are not included in the scheduled maintenance portion of this contract shall be provided at Contractor's cost plus a nominal fixed percentage up charge. Contractor's percentage up charge shall be listed on ATTACHMENT D Price Schedule.
- 4.12.2.1 Contractor will provide List Price of parts on all quotes and invoices. If requested, contractor shall provide manifest for review of markups on COSA invoice.
- 4.12.3 Contractor shall provide copies of receipts for parts and supplies to the City with the service invoice.
- 4.12.4 This service shall be available on a 24 hour, 7 day per week basis, including Holidays.
- 4.12.5 Contractor shall provide DPOC a detailed cost estimate for minor repairs discovered while servicing equipment. Prior to ordering or replacing any parts Contractor shall obtain authorization from DPOC.
- 4.12.5 Minor Repairs. Minor Repairs are repairs that do not exceed \$5,000 in cost, including labor and parts. Contractor may be required to perform minor repairs for units.
- 4.12.6 Major repairs. Major repairs shall constitute any repairs exceeding \$5,000.00 in cost, including labor and parts. Major repairs may be bid separately from this contract, at City's sole discretion.
- 4.12.7 If Contractor observes items that are in danger of imminent failure, failure or that have failed, while in the performance of maintenance services, Contractor shall provide a detailed cost estimate for the repair, regardless of whether the repair constitutes a Minor Repair or a Major Repair. This cost estimate shall not be construed as an authorization for additional work. Additional work can only be authorized by issuance of a purchase order. Cost estimates shall be provided to the DPOC within 1 day of the visit during which the need for additional work was discovered.
- 4.12.8 **EMERGENCY CALL-OUT:** Contractor shall verbally respond to requests for emergency services to any generating unit within 1 hour and be onsite to perform repairs as soon as possible, not to exceed within 4 hours after being contacted. The DPOC will notify Contractor if a call constitutes an emergency situation. The determination of whether a call constitutes an emergency is within the sole discretion of the DPOC. Contractor shall contact the reporting DPOC upon arrival at the job site. Emergency work shall be performed during normal working hours whenever possible; however, services shall be performed on a 24 hour, 7 day a week basis if deemed necessary by the DPOC.
- 4.12.9 **NON-EMERGENCY CALL-OUT:** Contractor shall verbally respond to requests for non-emergency service to any generating unit within 2 hours and be on site to perform repairs within 48 hours after being contacted by the DPOC. Contractor shall contact the reporting DPOC upon arrival at the job site.

4.7 REPORTS

- 4.13.1 Contractor shall provide a comprehensive written and/or computerized report based on each system after testing, maintenance and repairs are completed in each location. The report will

advise of all inspection problems or potential problems, and include the maintenance history of all components within each system.

- 4.13.2 Contractor shall prepare the required report on each tested generator system showing results of all inspections, measurements and testing. Contractor shall deliver the report to the DPOC within 10 days after completion of each systemic inspection and testing.
- 4.13.3 If the tested system does not pass the load test, Contractor shall supply an itemized estimate cost for repair to make the system functional at full load rating to the DPOC. Refer to City's repair options as stated in this document.
- 4.13.4 If a tested system does not pass, Contractor shall supply the DPOC an itemized cost estimate for repairs to make the system functional at Standards rating.

4.14 PERFORMANCE WARRANTY

- 4.14.1 Contractor shall guarantee all work included in the service against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of 1 year after completion of work. The warranty period shall commence upon date of acceptance, inspection and approval by DPOC only. If Contractor is notified in writing of a deficiency in the work provided, within 1 year from completion of work, Contractor shall, at the City's option, re-perform the work in question at no additional cost to the City, or refund the original charges for the work in question to the City.

4.15 MATERIAL WARRANTY

- 4.15.1 Parts furnished under the purchase order shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models or materials are not acceptable. The warranty period for Contractor provided materials shall be for a period of 1 year after completion of the installation or the manufacturer's warranty, whichever is greater. The warranty period shall commence upon the date of acceptance by the DPOC. Contractor shall provide the DPOC with all manufacturers' warranty documents.

4.16 ADDITIONAL WARRANTY WORK REQUIREMENTS

- 4.16.1 Most manufacturers' warranties require an authorized distributor or designated service representative to perform warranty work. If warranty work is required during the term of this contract, and Contractor does not meet these qualifications, Contractor shall inform the DPOC that the required work falls under the Warranty, and that work shall not be performed by Contractor. If Contractor inadvertently performs work that was covered by Warranty, Contractor shall bare all costs, including, but not limited to, labor and materials, associated with that work. The DPOC shall inform Contractor in writing of what items are covered by Warranty, and the period of the coverage, if not otherwise stated herein.

4.17 HAZARDOUS MATERIALS

- 4.17.1 Contractor shall properly dispose of all hazardous materials, including, but not limited to, used/contaminated fuels, lubricants and filters, in accordance with Federal, State, and local laws and ordinances. Contractor may recycle materials where allowable by law. Contractor shall provide the DPOC a copy of a standard form of transportation manifest showing that all used/contaminated fuels, lubricants and filters were properly handled and disposed of during each occurrence.

4.18 CRIMINAL BACKGROUND

- 4.18.1 General Criminal Background Checks.
- 4.18.2 At its own expense, Contractor shall conduct and coordinate statewide criminal background checks on all employees responsible for performing contractual services prior to beginning work. Contractor employees must not have had any criminal convictions within the past 3 years

for a felony, or a crime of moral turpitude. Contractor is required to maintain the proof of background checks.

- 4.18.3 Contractor shall obtain proof that all personnel assigned to City facilities have had a criminal background check prior to their assignment. The proof shall be provided to the City Finance Department, Purchasing Division upon request.
- 4.18.4 Contractor shall be responsible for the conduct and performance of Contractor's employees, including any subcontractors. Contractor's personnel must be properly uniformed and shall display a valid ID identifying the employee and their company at all times.
- 4.18.5 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.
- 4.18.6 Contractor shall retain all employee records, including criminal background checks, for the retention period stated in section 006-General Terms and Conditions, and make them available to City as stated in that section.
- 4.18.7 Any work for the San Antonio International Airport requires contracted staff to obtain San Antonio International Airport "contractor" badges for any work to be performed for 14 consecutive days at SAIA locations.
- 4.18.8 Contractor's employees shall wear identification badges or uniforms with the Contractor's name on it. Contractor's employees shall drive vehicles with the Contractor's name on them.
- 4.18.9 Contractor is responsible for the cost of City provided criminal background checks for facilities with access to Criminal Justice Information Services (CJIS). Persons with any of the criminal histories shown on Attachment N are not allowed unescorted access to CJIS Facilities. Since City staff have their own responsibilities, Contractor's employees providing services to CJIS facilities must pass this criminal background check to provide services in these facilities.
- 4.18.10 Security Addendum for Criminal Justice Information Services (CJIS). Contractor will be required to provide services to City departments that perform criminal justice services. Criminal Justice Agencies, such as the San Antonio Police Department, are required to comply with the security requirements managed by the Federal Bureau of Investigations (FBI) and state agencies, such as the Texas Department of Public Safety. The federal Criminal Justice Information Services Security Policy (Policy) applies to every individual, contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Agency shall comply with the Policy and shall execute the CJIS Security Addendum attached to this agreement. Contractor's employees or agents who are subject to the Policy will be required to sign a Contractor Employee Certification and be finger printed. All costs associated with compliance with the CJIS Policy shall be borne by Contractor. Contractor shall comply with any changes made to the security requirements by law.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin on **JANUARY 1, 2017**, and shall terminate on **DECEMBER 31, 2019**.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for **2 additional 3 year period(s)**. Renewals shall be in writing and signed by Director or designee, 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.

Consumer Price Index (CPI).

Price Adjustments. The prices shown on the Price Schedule may be increased or decreased as follows, using the Consumer Price Index published by the Bureau of Labor Statistics ("BLS") of the United States Department of Labor.

The Base Price that is subject to price adjustment is the monthly price and hourly rates shown on the original Price Schedule submitted by Contractor with its original bid for the first year of the contract.

The Consumer Price Index ("CPI") series that will be used to escalate the base payment is the Consumer Price Index for All Urban Consumers (CPI-U), US City average, not seasonally adjusted, All Items, index base period 1982-1984=100, series ID CUUR0000SA0.

Base Period for Price Adjustment. The reference period from which changes in the CPI shall be measured is the effective date of the month and year in which this contract is awarded by the San Antonio City Council.

Date for Price Adjustment. Prices may be adjusted January 1, 2020 and January 1, 2023, (the "Price Adjustment Date"). Prices adjusted on or after January 1, 2020 will apply for each year during the first renewal period of the contract (i.e, Contract Years 4, 5, and 6). Prices adjusted on or after January 1, 2023 will apply for each year during the second renewal period of the contract (i.e., Contract Years 7, 8, and 9). If there are any Temporary Short Term Extensions, as described above, pricing shall be in accordance with that immediately preceding the extension period.

Method of Calculation for Price Adjustment. To calculate the price adjustment, the following formula shall be used.

Divide the current index value (the value as of the Price Adjustment Date) listed for October by the index value for the Base Period. The resulting number is the percentage change in the index value between the current period and the Base Period (the "percentage change in index value").

Multiply the base price by the percentage change in index value. The sum equals the adjusted price.

Example: (The numbers shown below are for illustration purposes only.)

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

The same procedure shall be followed for each price adjustment authorized herein, using the current CPI for the new Price Adjustment Date and the CPI for the Base Period

Version of Data for Price Adjustment. Calculations of price adjustments shall use the latest version of the CPI data published as of the Price Adjustment Date, without regard to later revisions.

If the CPI index referred to above is discontinued, the Parties shall use the Consumer Price Index for All Urban Costumers (CPI-U), US City average, not seasonally adjusted, All Items, index, base period 1967=100, series ID CUUR0000AA0 to escalate the base payment. If this secondary index is discontinued, the Parties shall use the most nearly comparable statistics published by the BLS, or, if the BLS ceases to publish such statistics, those published by a recognized financial authority, as determined solely by City.

Written Requests for Price Adjustments. Price adjustments are not automatic. Contractor must submit a written request for a price adjustment to the Finance Department. Requests must be received by the Finance Department at least 60 days prior to the date the price adjustment is to take effect. If City does not wish to accept the price adjustment, City may terminate the contract for convenience. City may initiate a price adjustment in the event of falling prices. City shall notify Contractor at least 60 days prior to the date the price adjustment is to take effect.

Insurance.

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

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

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

City of San Antonio
Attn: Finance Department
P.O. Box 839966

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

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

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

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

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

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

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

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

Proposal Bond.

Respondent must submit a Proposal Bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of **\$5,000**. The Bond shall be valid for **120 Calendar days** following the deadline for submission of proposals. The Proposal Bond must provide assurance that the Proposal has been submitted in good faith, the Respondent intends to enter into the contract in accordance with the Proposal, and will provide the required Performance Bond, if awarded the contract. It shall provide that failure to enter into the contract, if awarded, or to provide the required Performance Bond, may result in a forfeiture of the Proposal Bond. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Authority bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any Proposals received without a Proposal Bond will be disqualified.

The Proposal Bond must accompany the Proposal, in accordance with the instructions for Hard Copy Proposal Submissions.

Performance Bond.

Contractor shall provide a Performance Bond made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of the annual contract cost for the monthly maintenance services. Said bond must be in a form acceptable to City. Said Performance Bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. Said bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance pursuant to §521.051, Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, Chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

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 – General Information and Reference
- Attachment B – Experience Background, and Qualifications
- Attachment C – Proposed Plan
- Attachment D – Original Contract Term Pricing V4
- Attachment E – Discretionary Contracts Disclosure form
- Attachment F – Litigation Disclosure
- Attachment G – Veteran Owned Small Business Preference Program
- Attachment H – Local Preference Program
- Attachment I – SBEDA Mentorship Program
- Attachment J –Standards References
- Attachment K - Departmental Point Of Contact (DPOC)
- Attachment L – Site Visit Schedule
- Attachment M – Departmental Frequency Requirements V1
- Attachment N - Criminal Background Check Disqualifiers
- Attachment O – Criminal Justice Information Services Addendum
- Attachment P – Proposal Checklist
- Attachment Q – Part B – Unique Site Specific Requirements
- Attachment R – ITSD Radio Sites Requirements

006 - GENERAL TERMS & CONDITIONS

Electronic Proposal Equals Original. If Respondent is submitting an electronic proposal, City and Respondent 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. Respondent 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. Respondent 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. Respondent 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 Respondent, in addition to any other direct, indirect, consequential or incidental damages incurred by the City as a result thereof. In addition, Respondent 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. Respondent 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 Respondent. 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 meet specifications, Respondent shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Respondent under this or any other contract, or invoice Respondent for same. If invoiced, Respondent 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 RESPONDENT, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT RESPONDENT'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.

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

Electronic submission: Accounts Payable@sanantonio.gov Electronic submissions require a .PDF format. Please ensure each invoice is submitted as a separate file and each file name is a unique identifier (no file should have the same name as another file being submitted). Multiple files may be sent on one e-mail.

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 Respondent 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, Respondent 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. RESPONDENT 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 RESPONDENT OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT RESPONDENT 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 Respondent shall be charged by Respondent nor be payable by City. The parties hereby agree that all compensable expenses of Respondent are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

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

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

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

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

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

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

Termination.

Termination-Breach. Should Respondent 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 Respondent, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Respondent to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Respondent specifying the matters in default and the cure period. If Respondent 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 Respondent.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Respondent 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. Respondent 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 Respondent under this contract and that Respondent has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Respondent.

INDEMNIFICATION.

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

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

Assignment. Except as otherwise stated herein, Respondent 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, Respondent shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor Respondent, 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 Respondent 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 Respondent. 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.

Respondent 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.

Respondent 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.

Respondent 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, Respondent shall retain the records until the resolution of such litigation or other such questions. Respondent 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 Respondent to return the documents to City at Respondent's expense prior to or at the conclusion of the Retention Period. In such event, Respondent may retain a copy of the documents.

Respondent shall notify City, immediately, in the event Respondent receives any requests for information from a third party, which pertain to the Documents referenced herein. Respondent 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. Respondent shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Respondent warrants and certifies that Respondent 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, Respondent represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section ILLC.1 of the SBEDA Ordinance. As part of such compliance, Respondent 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. Respondent 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. Respondent 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 Respondent 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. Respondent shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Respondent 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 Respondent as a result of this contract.

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

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

007 – SIGNATURE PAGE

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

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

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

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

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

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

Respondent Information

Please Print or Type

Vendor ID No.

Signer's Name

Name of Business

Street Address

City, State, Zip Code

Email Address

Telephone No.

Fax No.

City's Solicitation No.

Signature of Person Authorized to Sign Proposal

008 – STANDARD DEFINITIONS

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

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

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

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

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 Finance Department, or Director's designee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

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

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
 Partnership
 Corporation If checked, check one: For-Profit Nonprofit
Also, check one: Domestic Foreign
 Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. **Previous Contracts:**

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

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

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

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

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

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

REFERENCES

Provide 3 references, that Respondent has provided services to within the past 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 B, 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 Scope of Services requested by this RFCSP. List and describe three (3) relevant projects of similar size and scope performed over the past five years. Identify associated results or impacts of the project/work performed.
2. Indicate the number of years Respondent has been in the business of providing *Preventative Maintenance and Repair for Generators and Associated Equipment*, respectively. Indicate if this is the Respondent's primary line of business. If not, state the Respondent's primary line of business
3. List all *Preventative Maintenance and Repair of Generators and Associated Equipment* projects that Respondent has in progress as of the proposal due date. For each project listed, give the target date of completion, and the contact name, phone number, and email address for the project manager.
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. 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 venturers and/or sub-contractors have worked together in the past.
6. Provide a letter of authorization by a generator manufacturer(s) identifying Respondent as an authorized or designated service representative, as outlined in Section 4.2.2,
7. Provide an organizational chart showing how the Respondent proposes to staff the project. For each position reflected on the organizational chart:
 - a) identify the number and professional qualifications (to include licenses, bonds, certifications, associations)
 - b) identify the work experience for each Generator Maintenance Technician assigned to this contract. Include Certification, license or proof of training by a generator manufacturer.
 - c) identify relevant experience on projects of similar size and scope
 - d) state the primary work assignment and the percentage of time to be devoted to the project.
8. Additional Information. Identify any other relevant information about the Respondent's qualifications.
9. Is your firm authorized by a manufacturer to perform maintenance and repair on any of the 6 generator brands represented in Attachment D – Price Schedule? Submit all letters of certification from generator manufacturers for which you company is factory authorized to provide maintenance and repair services.

RFCSP ATTACHMENT - C, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

1. Submit a narrative response describing the proposed plan to conduct operations, including maintenance categories, specific tasks and staff assigned.
2. Provide a narrative response and Three Year Maintenance Plan, as outlined in section 4.4.1, Service Requirements. Identify proposed tasks and schedule.
3. Provide a sample site visit checklist of items addressed, as outlined in section 4.4.3.
4. Provide a narrative response describing the transition plan Contractor will implement if awarded contract.
5. Additional Information - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services for the City-Wide Maintenance and Repair of Generators and Associated Equipment.

RFCSP ATTACHMENT - D
ORIGINAL CONTRACT TERM PRICING V4
Attached as Separate Attachment

RFCSP ATTACHMENT - E

DISCRETIONARY CONTRACTS DISCLOSURE FORM

Discretionary Contracts Disclosure Form may be downloaded at:

<https://www.sanantonio.gov/efrms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary 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 - F
LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFCSP ATTACHMENT – G

Veteran Owned Small Business Preference Program

Attached as separate document

RFCSP ATTACHMENT - H

Local Preference Program

Attached as separate document

ATTACHMENT - I
SBEDA MENTORSHIP PROGRAM

Attached as separate document

ATTACHMENT – J
Standards References

National Fire Protection Association	
NFPA 30	Flammable and Combustible Liquid Code
NFPA 37	Standard for the Installation and Use of Stationary Combustions Engines and Gas Turbines
NFPA 70	National Electrical Code
NFPA 70B	Recommended Practice for Electrical Equipment Maintenance
NFPA 70 E	Standard for Electrical Safety in Workplace
NFPA 101	Life Safety Code
NFPA 110	Emergency and Standby Power Systems
Underwriter Laboratories	
UL 1008	Automatic Transfer Equipment
International Organization for Standardization	
ISO 8528-1	Reciprocating internal combustion engine driven alternating current generating sets – Part 1: Application, rating and performance
ISO 8528-5	Reciprocating internal combustion engine driven alternating current generating set – Part 5: Generating sets
Institute of Electrical and Electronics Engineers	
IEEE Standard 446	Recommended Practice for Emergency and Standby Power Systems for Industrial and Commercial Applications
IEEE Standard 902	Guide for Maintenance, Operation, and Safety of Industrial and Commercial Power Systems
IEEE/ANSI C2	National Electrical Safety Code
Generator and other Equipment Manufacture	
Generac	O&M Manual
ASCO Power Technologies	O&M Manual
MTU Onsite Energy	O&M Manual
International Electrical Testing Association	
NETA ATS 2009	NETA Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems
NETA MTS 2011	Standard for Maintenance Testing Specifications for Electrical Power Distribution Equipment and Systems
NETA ETT 2010	Standard for Certification of Electrical Testing Technicians
ASTM INTERNATIONAL (ASTM)	
ASTM D 445	Standard Test Method for Kinematic Viscosity of Transparent and Opaque Liquids (and Calculation of Dynamic Viscosity)
ASTM D 92	Standard Test Method for Flash and Fire Points by Cleveland Open Cup Tester
ASTM D 93	Standard Test Methods for Flash Point by Pensky-Martens Closed Cup Tester
OCCUPATIONAL HEALTH AND SAFETY ASSOCIATION (OSHA)	

ATTACHMENT - K

DEPARTMENTAL POINT OF CONTACT (DPOC)

Department (Site Item Code)	LOCATION	CONTACT NAME	PHONE
Convention and Sports Facilities Alamodome (AD)	Alamodome 100 Montana Street	Eric Duncan	210-207-3608
Aviation Department (AV)	San Antonio International Airport	Chris Reininger	210-207-3481
Building and Equipment Services (BESD)	Various Locations	Ron Griego	210-207-5640
Building and Equipment Services (FUEL)	Various Locations	Jeremy Hawkins Martha Rivera	210-207-8387 210-207-8383
Convention and Sports Facilities (CSF)	Henry B. Gonzales Convention Ctr 200 East Market Street	David Kubena	210-207-5611
Center City Development & Operations Office (CCDO)	Various Locations	Mike Aldrich Frank Gutierrez	210-207-8522 210-207-8274
Fire Department (FD)	Various Locations	Gerlach Laven	210-206-2336
Health Department (HD)	Brooks City-Base Building, Loading Dock 2509 Kennedy Circle	Mark Wade Mimmy Juarez	210-207-8747 210-207-8694
Information Technology Services Department (IT)	Various Locations	Carmen Cardenas Mike Mitchell	210-207-8330 210-207-4006
Library Department (LB)	Central Library 600 Soledad	Rich Walker	210-207-2637
Police Department (PD) Public Safety Headquarters (PSHQ) Public Safety Answering Point (PSAP)	Various Locations	Ron Griego	210-207-5640
Parks and Recreation Department (PR)	Park Police Headquarters 600 Hemisfair Parkway Building #337	Victor Valdez	210-207-3037
Transportation and Capital Improvements (TCI)	Various Locations	Francisco Newberry	210-207-6597
Finance Department Contact	N/A	Denise Parks	210-207-4623

ATTACHMENT - L

Site Visit Schedule

Attached as separate document

RFCSP ATTACHMENT - M
DEPARTMENTAL FREQUENCY AND REQUIREMENTS V1

Attached as separate document

ATTACHMENT – N

Criminal Background Check Disqualifiers

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

RFCSP ATTACHMENT - O

Criminal Justice Information Services Addendum

Attached as separate Document

RFCSP ATTACHMENT - P

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment <u>A</u> , Part One	
Experience, Background & Qualifications RFCSP Attachment <u>B</u> , Part Two	
Proposed Plan RFCSP Attachment <u>C</u> , Part Three	
Pricing Schedule RFCSP Attachment <u>D</u>	
Discretionary Contracts Disclosure form RFCSP Attachment <u>E</u>	
Litigation Disclosure RFCSP Attachment <u>F</u>	
Veteran Owned Business Small Business Program RFCSP Attachment <u>G</u>	
Local Preference Program RFCSP Attachment <u>H</u>	
* SBEDA Form RFCSP Attachment <u>I</u> ; and Associated Certificates, if applicable	
* Certificate of Interested Parties	
Proposal Bond and Associated Power-of-Attorney	
Financial Information	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
Proposal Checklist RFCSP Attachment <u>P</u>	
RFCSP Attachment R - Part B, Unique Site Specific Requirements RFCSP Attachment <u>Q</u> - ITSD Unique Site Specific Requirements	
RFCSP Attachment R	
One (1) Original and one (1) CD 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.

ATTACHMENTS J, K, L and M do not need to be included with the submittal.

RFCSP ATTACHMENT - Q

UNIQUE SITE SPECIFIC REQUIREMENTS

BESD Maintenance Requirements

The following requirements are specific to BESD sites, as identified in the price schedule, Attachment D.

1. **General Requirements to be performed during all maintenance service frequencies.**
 - a. The Contractor shall perform preventive and remedial maintenance, inspection and repair services of all emergency back-up power supply systems.
 - i. The Contractor shall perform inspections, and report any identified deficiencies to determine applicable corrective actions.
 - ii. The Contractor shall inspect, test, and service ancillary devices such as safety switches, fuel capacity, lubrication, cooling system, air pressure, pumps, regulators, governors, and accessory equipment.
 - iii. The Contractor shall observe and evaluate instruments such as: ammeters, voltmeters, frequency meters, automatic temperature and pressure recorders, engine oil, fuel, and coolant gauges to ensure they are functioning properly.
 - iv. The Contractor shall perform necessary adjustments to the engine generator systems in order to maintain proper voltage, current, frequency, and synchronization per the manufacturer's recommendations. Adjust high and low voltage switches, circuit breakers, rheostats and other controls on switchgear and distribution panels as necessary.
 - v. The Contractor shall use precision test equipment to troubleshoot malfunctions, and inspect all integrated parts for excessive wear and other adverse conditions.
 - vi. The Contractor shall remove, repair, and replace defective components as required by these specifications.
 - vii. The Contractor shall perform corrosion control when applicable.
 - viii. The Contractor shall inspect and replace gauges and meters when applicable.
 - ix. The Contractor shall test and calibrate all replaced / repaired items.
 - x. The Contractor shall review performance data and maintenance records to determine adequacy of maintenance.
 - xi. The Contractor shall identify and document all malfunctions associated with the emergency back-up power systems.
 - xii. The Contractor shall periodically inspect the emergency back-up power systems for optimum performance.
 - xiii. The Contractor shall perform the System Integrity Test. The Contractor shall methodically verify proper installation, connection, and integrity of each element of engine-generator system before and during operations. Check for air, exhaust, and fluid leaks. Clear and maintain oil/soot buildup levels within the housing in order to easily identify any leaks, cracks or corrosion.
 - xiv. The Contractor shall check the general functionality of the system for any unusual conditions including; vibration, leakage, noise, wear, damage, loose connections or damaged components, high temperatures, corrosion, or deterioration.
 - xv. The Contractor shall provide a detailed report as required by this scope of work.
2. **Scheduling the maintenance services:**
 - a. The work shall be coordinated with BESD staff based on the annual schedule that was provided by the contractor within 30 days of contract award, and September 1 of each year thereafter.
 - b. The annual maintenance requirements shall be scheduled during the first or second quarter of the Fiscal year. The fiscal year starts on October 1.
 - c. The quarterly maintenance requirements shall be scheduled on the first two weeks of the first or second month of the quarter.
 - d. Maintenance of the systems requiring the transfer of power or disconnection of power shall be scheduled for the following facilities as follows:
 - i. (BESD1) International Center – During the week from 6 AM to 8 AM. First or Second Quarter.
 - ii. (BESD2) Municipal Plaza Building – During the weekend from 8 AM to 4 PM. Second Quarter.

- iii. (BESD 3) Stinson Heliport – During working hours. First or Second Quarter.
- iv. (BESD 4) East Police Substation - During working hours. First or Second Quarter.
- v. (BESD 5) North Police Substation - During working hours. First or Second Quarter.
- vi. (BESD 6) Northwest Police Substation - During working hours. First or Second Quarter.
- vii. (BESD 7) South Police Substation - During working hours. First or Second Quarter.
- viii. (BESD 8) West Police Substation - During working hours. First or Second Quarter.
- ix. (BESD 9) Northeast Service Center – During the week beginning at 8:30 AM. First or Second Quarter.
- x. (BESD 10) One Stop – During the weekend from 8 AM to 4 PM or during the week after 5 PM. Second Quarter.
- xi. (BESD 11) Police Evidence Storage Facility – During the weekend from 7:30 AM to 4 PM. First or Second Quarter.
- xii. (BESD 12 and 13) Emergency Operations Center (#1 & #2)– On Sundays from 4 AM to 12 PM. Second Quarter.
- xiii. (BESD 14) Frank Wing Municipal Courts - During the weekend from 8 AM to 4 PM. Second Quarter.
- xiv. (BESD 15) 911 Emergency Dispatch Center #1- On Sundays from 4 AM to 12 PM. Second Quarter.
- xv. (BESD 16) 911 Emergency Dispatch Center #2– On Sundays from 4 AM to 12 PM. Second Quarter.
- xvi. (BESD 17) 911 Emergency Dispatch Center #3 – On Sundays from 4 AM to 12 PM. Second Quarter.
- xvii. (BESD 18) 911 Emergency Dispatch Center #4– On Sundays from 4 AM to 12 PM. Second Quarter.
- xviii. (BESD 19) Public Safety Headquarters - During the weekend from 7:30 AM to 4 PM. First or Second Quarter.
- xix. (BESD 20) Southeast Service Center – During the week beginning at 8 AM. First or Second Quarter.
- xx. (BESD 21) Callaghan Service Center (Administration Bldg. #1) – During the week beginning at 8 AM. First or Second Quarter.
- xxi. (BESD 22) Callaghan Service Center (Fleet Center Bldg. #2) – During the week beginning at 8 AM. First or Second Quarter.
- xxii. (BESD 23) Police Training Academy – During the week beginning at 8 AM. First or Second Quarter.

3. Quarterly maintenance service requirements

- a. **Batteries and Charging System Inspection:** Inspection and maintenance services shall be conducted on the batteries and charging systems. The inspection and maintenance services shall include but not be limited to: inspections, preventive maintenance tasks, checking components, cleaning components and testing components and to perform the following items:
 - i. Check the engine charging system. The associated engine charging system shall be evaluated after the unit reaches the normal operating temperature, or approximately one half-hour, depending on the size and type of generator.
 - ii. Batteries shall be replaced as needed based on the evaluation. The Contractor shall provide battery certification in accordance with NFPA 110. Battery replacement shall be invoiced separate from the maintenance fees.
 - iii. At a minimum, the Contractor shall record the following information as applicable: Nominal and rest battery voltage, specific gravity, alternator battery voltage, charging battery voltage, starting motor condition, alternator condition, electrolyte reading and levels, temperature, etc..
 - iv. Measure and record charging voltage and voltage between available battery terminals for full charging and float-charging conditions.
 - v. Check and record electrolyte readings, temperatures, voltage and other requirements per manufacturer's recommendations, including the need for adding water to the battery. Check electrolyte levels.

- vi. Test for contact integrity of all connectors. Perform an integrity load test and capacity load test for the battery.
 - vii. Verify acceptance of charge for the battery after discharge.
 - viii. Verify and record that measurements are within manufacturer's specifications.
 - ix. Battery-Charge test: Verify and record specified rates of charge for both equalizing and float-charging conditions.
 - x. Clean and tighten all terminals.
- b. **Lube Oil System and other lubrication:** Inspection and maintenance services shall be conducted on the lube oil systems. The inspection and maintenance services shall include but not be limited to: inspections, preventive maintenance tasks, checking components, cleaning components and testing components and to perform the following items:
- i. Inspect fluid levels and condition.
 - ii. Maintain fluid at the proper levels per manufacturer's recommendations. The material costs shall be included in the service fee.
 - iii. Check for leaks and other line problems.
 - iv. Check operation of block heaters and oil heating system.
 - v. Change crankcase breather filter every other quarter (The material costs shall be included in the service fees).
 - vi. Provide lubrication for bearings (The material costs shall be included in the service fees).
 - vii. At a minimum, the Contractor shall record and document the following information as applicable: oil level, oil pressure, condition of hoses and piping, pressure gauge readings, oil bypass switch, crankcase gauges, lube level maintainer, priming pumps, misc. pumps, oil pressure disconnect, oil tanks, oil filters, crank case breather, etc..
 - viii. Lubricate belt tensioners and other moving parts s applicable (The material costs shall be included in the service fees).
- c. **Cooling System:** Inspection and maintenance services shall be conducted on the cooling systems. The inspection and maintenance services shall include but not be limited to: inspections, preventive maintenance tasks, checking components, cleaning components and testing components and to perform the following items:
- i. Inspect fluid levels and condition.
 - ii. Maintain coolant at the proper level (The material costs shall be included in the service fees).
 - iii. All generators in unheated locations shall be protected to -25 degrees F.
 - iv. Check for leaks and other obvious problems.
 - v. System without a coolant system shall be inspected to ensure the flywheel blower fan, shroud and cooling fins are free of dirt, dust or oil accumulation.
 - vi. Check radiators and fluid tanks.
 - vii. At a minimum, the Contractor shall record and document the following information as applicable: type of cooling system, coolant type, coolant level, coolant pressure, condition of hoses and piping, pressure gauge readings, water pumps, heater disconnect, tanks, water heaters, radiators, fan, fan belt, heat exchangers, etc..
 - viii. Check fresh air through radiator.
 - ix. Clean exterior of radiator.
 - x. Check pumps.
 - xi. Check and adjust fan and alternator belts.
 - xii. Check condition of flexible hoses and connections.
 - xiii. At PSAP, PSHQ and EOC, test antifreeze protection level every other quarter.
- d. **Fuel System:** Inspection and maintenance services shall be conducted on the fuel systems. The inspection and maintenance services shall include but not be limited to: inspections, preventive maintenance tasks, checking components, cleaning components and testing components and to perform the following items:
- i. Inspect fluid levels and condition.
 - ii. Inspect fuel systems (gasoline, natural gas, or diesel) and all connections for evidence of wear or other failures.
 - iii. Check natural gas regulator pressure and log pressure reading.

- iv. Inspect natural gas connection lines and insure there are no leaks.
 - v. For gasoline and diesel engines, check and inspect tanks, fuel pump, float switch, solenoid valves, strainer, filters, dirt leg, hoses, connectors, tank vents, overflow piping, and fuel line and make necessary adjustments.
 - vi. At a minimum, the Contractor shall record the following information as applicable: condition of fuel hose and piping, fuel cooler, fuel flow meter, pressure gauges, priming pump, misc. pumps, fuel filters, water separators, dual fuel pressure switch, etc..
 - vii. If fuel level is below 50 percent, the contractor shall notify the DPOC within one hour after the scheduled site visit.
 - viii. Drain water and sediment from fuel tanks, separator and other components (disposal of waste is part of the service fees).
- e. **Air Supply and Exhaust Systems:** Inspection and maintenance services shall be conducted on the exhaust systems. The inspection and maintenance services shall include but not be limited to: inspections, preventive maintenance tasks, checking components, cleaning components and testing components and to perform the following items:
- i. Inspect exhaust system for leakage and adjust as necessary.
 - ii. Drain condensation traps.
 - iii. Check exhaust for restriction and clean as necessary.
 - iv. At a minimum, the Contractor shall record the following information as applicable: air filter service indicator status, filter replacements, air inlet condition, turbocharger condition, exhaust manifold and exhaust equipment condition, exhaust thermocouples, etc..
 - v. Exhaust Emission Test: Comply with TCEQ test criteria.
 - vi. Inspect insulation for fire hazards.
 - vii. Inspect and adjust exhaust manifold.
- f. **Controls and Instrumentation:** The inspection and maintenance services shall include but not be limited to: inspections, preventive maintenance tasks, checking components, cleaning components and testing components and to perform the following items:
- i. Inspect mechanical, electrical, pressure, and thermal controls and protection devices, including the governor and over crank trip, to ensure dependable and safe operations, and make necessary adjustments and replace defective devices and indicator lamps . Lamp costs shall be included in the service fees.
 - ii. Gauges and instruments shall be checked for proper readings while the emergency back-up power system is in operation and offline. Calibrate and adjust if necessary. Gauge replacement shall be included in the service fees. Contractor shall have gauges available during the site visit.
 - iii. At a minimum, the Contractor shall record and document the following information as applicable: high fuel level, low fuel level, low battery voltage, high battery voltage, low coolant temperature, high coolant temperature, low oil pressure, buzzer and horns, over frequency, under frequency, over voltage, under voltage, over current, overload, fuel level sender fail, ground fault, low oil pressure, over speed, over crank, coolant temperature sender fail, oil pressure sender fail, emergency stop, starter controls, voltmeters, ammeter, frequency meter, , circuit breakers, annunciator, warning and shutdowns alarms, etc.
 - iv. Check that control panel indicator lamps are functioning properly. Lamp replacement is part of service fees. Have lamps available during the site visit.
 - v. Check instruments for proper operation.
 - vi. Check circuit breakers for proper operation.
- g. **Electrical System:** The inspection and maintenance services shall include but not be limited to: inspections, preventive maintenance tasks, checking components, cleaning components and testing components and to perform the following items:
- i. Perform general inspection of the electrical system.
 - ii. Tighten control and power wiring terminations.
 - iii. Inspect wire for chafing where subject to movement.
 - iv. Check operation and make adjustments of safety devices, alarms, shutdowns, and remote annunciator.

- v. Check boxes, panels, and cabinets.
 - vi. Visual inspection of circuit breakers and fuses.
 - vii. Visually check transfer switch. A limited visual inspection only of the ATS w/ proper PPE should be performed quarterly, as well as verification of Serial numbers and I.D.s on the Nameplate.
 - viii. Check all conductors for insulation breakdown.
 - h. **Prime Mover:** The inspection and maintenance services shall include but not be limited to: inspections, preventive maintenance tasks, checking components, cleaning components and testing components and to perform the following items:
 - i. Perform general inspection of the prime mover.
 - ii. Check and service air cleaner.
 - iii. Check air filters.
 - iv. Check and clean air inlet system.
 - v. Check turbocharger.
 - vi. Check governor oil level and linkage.
 - i. **Generator:** The inspection and maintenance services shall include but not be limited to: inspections, preventive maintenance tasks, checking components, cleaning components and testing components and to perform the following items:
 - i. Perform general inspection of the generator.
 - j. **Other Systems:** The inspection and maintenance services shall include but not be limited to: inspections, preventive maintenance tasks, checking components, cleaning components and testing components and to perform the following items:
 - i. Inspect, maintain and repair vibration controls systems.
 - ii. Inspect, maintain, and repair other equipment as applicable to include but not be limited to the following items: redundant starters, speed adjustment, speed bias, engine diagnostic port, engine diagnostic gauge, voltage adjustment, voltage bias, meters, key switch, fail light and relay boards, modem, load share module, autosync enabled, bypass isolation switches, generator strip heaters, etc..
 - iii. Check the air inlet and outlets for debris. Clean as necessary.
 - iv. Check room for general housekeeping.
- 4. Annual maintenance service requirements**
- a. The annual service includes the quarterly requirements plus these additional requirements. The annual requirements shall be scheduled to be performed at the same time as the quarterly requirements. In addition, there are some items that shall be performed every six months.
 - b. **Batteries and Charging System Inspection: (no additional requirements – see quarterly requirements)**
 - c. **Lube Oil System and other lubrication:**
 - i. Change oil and oil filters (The material costs shall be included in the service fees). If the system exceeds 50 hours of operation before the annual service, notify DPCO.
 - ii. Drain and refill gearbox (The material costs shall be included in the service fees).
 - d. **Cooling System:**
 - i. Rod out heat exchanger.
 - ii. Clean exterior of radiator.
 - iii. Inspect duct work, clean louvers.
 - iv. Check louver motors and controls.
 - v. Test antifreeze protection level.
 - vi. Re-torque fan bolts.
 - e. **Fuel System:**
 - i. Clean and inspect tank vents and over flow piping.
 - ii. Test flow switch, pumps, solenoid valves, tank vents and over flow piping.
 - f. **Air Supply and Exhaust Systems:**
 - i. Exhaust-system Back-Pressure Test: Use a manometer with a scale exceeding 40-inch wg. Connect to exhaust line close to engine exhaust manifold. Verify that back pressure at full rated load is within manufacturer's written allowable limits for the engine.
 - ii. Inspect and adjust exhaust system hangers and supports.

- g. **Controls and Instrumentation: (no additional requirements – see quarterly requirements)**
- h. **Electrical System:**
 - i. Check and clean transfer switch contacts.
 - ii. Check conductors for insulation breakdown.
 - iii. Check brush length, appearance, and free to move in holder.
- i. **Prime Mover:**
 - i. Replace air cleaner (The material costs shall be included in the service fees).
 - ii. Replace air filters (The material costs shall be included in the service fees)
 - iii. Change governor oil (The material costs shall be included in the service fees)
 - iv. Check, inspect, and test ignition system – plugs, points, coil, cap, rotor, secondary wire insulation.
 - v. Check, inspect, and inspect injector pump and injector for flow and rate pressure and or spray pattern.
- j. **Generator:**
 - i. Check, inspect, and test commutator and slip rings.
 - ii. Lubricate belt tensioners.
 - iii. Check, inspect, and test bearings.
 - iv. Grease bearings (The material costs shall be included in the service fees).
 - v. Check, inspect, and test exciter.
 - vi. Check, inspect, and test voltage regulator.
- k. **Other Systems: (no additional requirements – see quarterly requirements)**
- 5. **Every two years maintenance service requirements or 240 hours from contract start date,**
 - a. These requirements shall be scheduled to be performed at the same time as the quarterly and annual requirements.
 - b. **Batteries and Charging System Inspection: (no additional requirements – see quarterly requirements)**
 - c. **Lube Oil System and other lubrication: (no additional requirements – see quarterly requirements)**
 - d. **Cooling System:**
 - i. Replace hoses, cap, and connectors (The material costs shall be included in the service fees).
 - ii. Replace antifreeze (The material costs shall be included in the service fees).
 - iii. Fan drive pulley and fan.
 - e. **Fuel System:**
 - i. Replace fuel filters (The material costs shall be included in the service fees).
 - ii. Replace engine filters (The material costs shall be included in the service fees).
 - iii. Test flow switch, pumps, solenoid valves, tank vents and over flow piping.
 - f. **Air Supply and Exhaust Systems: (no additional requirements – see quarterly requirements)**
 - g. **Controls and Instrumentation: (no additional requirements – see quarterly requirements)**
 - h. **Electrical System:**
 - i. **Prime Mover:**
 - i. Replace belts (The material costs shall be included in the service fees).
 - j. **Generator:**
 - i. Replace drive belts (The material costs shall be included in the service fees).
 - k. **Other Systems: (no additional requirements – see quarterly requirements)**
- 6. **Every three years maintenance service requirements or 500 hours from contract start date.**
 - a. These requirements shall be scheduled to be performed at the same time as the quarterly and annually requirements.
 - b. **Batteries and Charging System Inspection: (no additional requirements – see quarterly requirements)**
 - c. **Lube Oil System and other lubrication: (no additional requirements – see quarterly requirements)**
 - d. **Cooling System:**
 - i. Remove and test cooling system thermostat.
 - e. **Fuel System:**

- i. Remove and test fuel injection pumps.
 - f. **Air Supply and Exhaust Systems: (no additional requirements – see quarterly requirements)**
 - g. **Controls and Instrumentation: (no additional requirements – see quarterly requirements)**
 - h. **Electrical System:**
 - i. Check for conductor insulation breakdown.
 - i. **Prime Mover:**
 - i. Check and adjust valve clearances.
 - ii. Check and torque bolts to include mounting brackets.
 - iii. Inspect engine starter.
 - j. **Generator:**
 - i. Check, inspect, and test rotor and stator.
 - k. **Other Systems: (no additional requirements – see quarterly requirements)**
7. Oil analysis (include in the service fee for each facility):
- a. Perform spectrum analysis of all oils per schedule below. The oil analysis by an independent laboratory shall include but not be limited to the following: loss of viscosity, acid content (total acid and base numbers), particulates (dirt, sand, metal and wear particles), water, other contaminants (fuel and combustion by products), and comments or recommended maintenance actions.
 - b. Semiannually before the oil change and six months after the oil change for the 911 Emergency Dispatch Center (1 to 4), Emergency Operations Center (1 & 2), and Public Safety Headquarters (PSHQ).
 - c. Before the oil change for BESD locations 1 to 11, 14, and 20 – 23.
8. Perform an annual fuel quality test using ASTM standards.
9. Testing Requirements
- a. **Annual Infrared Scanning:** The Contractor shall perform an infrared scan of each power wiring termination and each bus connection before and after performing the maintenance requirements.
 - i. The Contractor shall remove all access panels so terminations and connections are accessible to portable scanner. Install all access panels after completing the inspection and maintenance.
 - ii. Instruments: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide certification that instruments are calibrated per manufacturer's standards.
 - b. **Annual Vibration Isolation Test:** Inspect and test the isolator pads.
 - c. **Annual Voltage and Frequency Transient Stability Tests:** The contractor shall perform the Voltage and Frequency Transient Stability Test. The Contractor shall use recording equipment to ensure voltage and frequency transients for 50 and 100 percent step-load increases and decreases, and verify that performance is as specified.
 - d. **Annual Load Tests (Load Bank/Full Load Test)**
 - i. The Contractor shall perform a load test in accordance with NFPA 110 and manufacture's recommendations.
 - ii. Trained and certified service personnel shall be on-site during the test to quickly address and correct unforeseen problems with the emergency back-up power systems including but not limited to: main generator, disconnect switch, switchgear, control panel, switchboards, transfer, bypass, and static by switches, fuel system, cooling system, exhausts systems, etc..
 - iii. Testing requires a main power disruption to start the emergency power supply and to operate the transfer switch, and the static by pass switch so all other components operate correctly and the emergency power supply can handle the full load as designed.
 - iv. For the 911 Emergency Dispatch Center (1 to 4), the contractor shall use the existing load bank equipment to conduct the load testing.
 - 1. Every two years a full-load test shall be performed by simulating an interruption of the power to the facility in order to check the system capability during a loss of power event.
 - v. For the Emergency Operations Center (1 & 2) and Public Safety Headquarters the contractor needs to provide load bank equipment. This testing will require a power outage and the contractor shall follow the scheduling requirements in this scope of work.

1. Every two years a full-load test shall be performed by simulating an interruption of the power to the facility in order to check the system capability during a loss of power event.
 - vi. For the other BESD facilities, load testing shall be performed by simulating an interruption of the power to the facility in order to check the system capability during a power outage event.
 - e. **Every three years - Megohmmeter Test**
 - i. The Contractor shall test main stator, main rotor, and exciter stator.
 - ii. The Contractor shall perform the test prior to performing the full- load test.
 - f. **The following annual tests shall be only performed at these locations: 911 Emergency Dispatch Center (1 to 4), Emergency Operations Center (1 & 2), and Public Safety Headquarters.**
 - i. **Annual Harmonic-Content Tests:** The Contractor shall measure the harmonic content of output voltage below 25 percent and at 100 percent of rated linear load. Verify that harmonic content is within specified limits.
 - ii. **Annual Noise Level Test Tests:** The Contractor shall measure A-weighted level of noise originating from the generator-set installation, including engine exhaust and cooling-air intake and discharge, at four locations on the property line, and compare measured levels with required values.
10. Quarterly maintenance requirements for transfer, bypass, and isolation switches for these facilities: 911 Emergency Dispatch Center (1 to 4), Emergency Operations Center (1 & 2), and the Public Safety Headquarters.
- a. Compare equipment nameplate data with drawings and specifications or previous inspection report. Note any changes. This is in addition to performing a limited visual inspection using PPE. This should be the extent of Quarterly Maintenance.
 - b. Inspect the inside of transfer switch for any signs of excessive vibration, leakage, high temperature, contamination, or deterioration.
 - c. Inspect the outside of transfer switch for any signs of excessive vibration, leakage, high temperature, contamination, or deterioration.
 - d. Inspect the area, especially where the contactor is installed, for any safety hazards, including personal safety and fire hazards. Exposure to certain chemical vapors can cause deterioration of the electrical terminations.
 - e. Inspect for accumulated dirt, loose hardware, dust, soot, grease, moisture, corrosion, contamination, or physical damage. If any of the previous items are discovered, identify the source. Notify DPOC to proceed to fix the problem.
 - f. Visually check insulation for cracks and/or discoloration (wire or cable insulation deterioration, cuts, or abrasion.)
 - g. Visually check control relay contacts for excessive corrosion and overheating.
 - h. Check that all external hardware is in place, tightened, and not badly worn. Check that all covers are tight and doors are securely closed.
 - i. Ensure that all insulation is properly installed within the generator housing, and secure any loose or falling pieces of batting.
 - j. Notify DPOC before replacing worn, missing, or broken external components with manufacturer recommended replacement parts.
11. Annual maintenance requirements for transfer, bypass, and isolation switches for all BESD facilities.
- a. Disconnect all power sources, open the switch enclosure, and check / inspect the switch. Make certain that any accessory control power is switched off.
 - i. Inspect physical and mechanical condition. Remove switch barriers to check for the condition of the switches as specified herein. Reinstall barriers.
 - ii. Inspect anchorage, alignment, grounding, and required clearances.
 - iii. Inspect bolted electrical terminations by using a calibrated torque-wrench.
 - iv. Inspect the secondary control terminations for damage, and control wiring integrity.
 - v. Verify appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces. Inspect switches for free movement.
 - vi. Verify that manual transfer warnings are attached and visible.

- vii. Verify tightness of all control terminations (worn, missing, or broken components, and loose hardware).
 - viii. Verify positive mechanical interlocking between normal and alternate sources (evidence of wear, damage, deterioration, or malfunction of the transfer switch or its components).
 - ix. Visually check main and arching contacts for excessive corrosion, pitting, tracking, and discoloration due to excessive heat (signs of overheating or loose connections: discoloration of metal, melted plastic, or a burning odor).
 - x. Visually check cable and control wire terminations to transfer switch, sensing panel and other system components.
 - xi. Verify the unit is clean – Clean inside the unit following safety procedures and remove any moisture. No visible dust or moisture shall be visible inside the enclosure after cleaning.
 - xii. Clean the switch enclosure.
 - xiii. Remove accumulations of dirt, dust, and other contaminants from the transfer switch's external components or enclosure with a vacuum cleaner or by wiping with a dry cloth or brush. Remove any moisture with a clean cloth. **NOTE: Do not use compressed air to clean the transfer switch because it can cause debris to lodge in the components and damage the switch.**
 - xiv. Remove accumulations of dirt, dust, and other contaminants from the transfer switch's internal components with a vacuum cleaner or by wiping with a dry cloth or brush. Remove any moisture with a clean cloth. **NOTE: Do not use compressed air to clean the transfer switch because it can cause debris to lodge in the components and damage the switch.**
 - xv. Clean or replace any contact surfaces, which are dirty, corroded or pitted (The material costs shall be included in the service fees).
 - xvi. Tighten loose external hardware and re-torque all bolts, nuts and other hardware per manufacturer's specifications.
 - xvii. Check that all internal hardware is in place, tightened, and not badly worn.
 - xviii. Tighten loose internal hardware and re-torque all bolts, nuts and other hardware per manufacturer's specifications.
 - xix. Check all common grounding wires. Measure and record resistance to ground.
 - xx. Check if the control components are tight in the sockets.
 - xxi. Do not perform dielectric test on equipment with the control components in the circuit.
 - xxii. Replace backup batteries as needed (The material costs shall be included in the service fees).
 - xxiii. Perform automatic and manual transfer operation.
 - xxiv. Verify that the expected sequence of operation occurs as the switch transfers the load to the emergency source when a preferred source failure occurs or is simulated.
 - xxv. Watch and listen for signs of excessive noise or vibration during operation
 - xxvi. After the switch transfers the load to the standby source, end the test and verify that the expected sequence of operations occurs as the transfer switch retransfers to the preferred source.
 - xxvii. Check operation of safety devices and alarms. Test the unit safety devices (alarms, shutdowns, etc.), annunciator for proper operation. Correct and/or adjust as necessary.
- b. Perform the quarterly requirements.
 - c. Perform resistance tests on all control wiring with respect to grounding and phasing (phase-to-phase and phase-to-ground). Include external annunciation and control circuits. Use test voltage and procedures recommended by the manufacturer. For units with solid-state components or for control devices that cannot tolerate the applied voltage, follow manufacturer's recommendation.
 - d. Perform contact/pole resistance test.
 - e. Verify settings and operation of control devices.
 - i. Calibrate and set all relays and timers.
 - ii. Verify phase rotation, phasing, and synchronized operation as required by the application.
 - iii. Perform automatic transfer tests per manufacturer's recommendations.
 - f. Simulate interruption of utility power.
 - g. Restore utility power.
 - h. Simulate interruption of emergency power.
 - i. Simulate all forms of single-phase conditions.

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- j. Verify correct operation and timing of the following functions:
 - i. Utility source voltage-sensing relays.
 - ii. Engine start sequence.
 - iii. Time delay upon transfer.
 - iv. Alternate source voltage-sensing relays.
 - v. Automatic transfer operation.
 - vi. Interlock and limit switch function.
 - vii. Time delay and retransfer upon utility power restoration.
 - viii. Engine cool down and shutdown features.
 - ix. Verify pickup and dropout voltage by data readout or inspection of control settings.
 - x. Verify proper sequence and correct timing of automatic engine starting, transferring time delay, retransfer time delay on restoration of utility power and engine cool down and shutdown.
 - 1. Observe and record time delay of transfer from utility to emergency power and then again from emergency back to utility power .
 - 2. Observe and record cool down cycle duration and the time out relay duration.
 - xi. Perform contact-resistance test across main contacts and correct values exceeding 500 microhms and values for 1 pole deviating by more than 50 percent from other poles.
 - xii. Perform ground-fault tests:
 - 1. Coordinate with testing of ground-fault protective devices for power delivery from both sources.
 - 2. Verify grounding connections and locations and ratings of sensors.
 - xiii. Perform Infrared Scanning and temperature scan of the switches before and after annual maintenance.

RFCSP ATTACHMENT - R

UNIQUE SITE SPECIFIC REQUIREMENTS

ITSD Maintenance Requirements

The following requirements are specific to ITSD sites, as identified in the price schedule, Attachment D, in addition to the outlined requirements.

1. Scheduling of Maintenance Services:

- a. The work shall be coordinated with ITSD DPOC based on Departmental Maintenance Frequency and Requirements, Attachment M, within 30 days of contract award, and October 1 of each year thereafter.
- b. Maintenance of the systems requiring the transfer of power or disconnection of power or any impact to production shall be scheduled for the following facilities as noted:
 - i. (IT01) ITSD – On Sundays from 4 AM to 12 PM.
 - ii. (IT02) ITSD – On Sundays from 4 AM to 12 PM.
 - iii. (IT03) ITSD – On Sundays from 4 AM to 12 PM.
 - iv. (IT04) ITSD – On Sundays from 4 AM to 12 PM.
 - v. (IT05) ITSD Radio, Frio Shelter A – On Sundays from 4 AM to 12 PM.
 - vi. (IT06) ITSD Radio, Zarzamora – On Sundays from 4 AM to 12 PM.
 - vii. (IT07) ITSD Radio, Hy-Lions Generator 2 – On Sundays from 4 AM to 12 PM.
 - viii. (IT08) ITSD Radio, Hy-Lions Generator 1 – On Sundays from 4 AM to 12 PM.
 - ix. (IT09) ITSD Radio, Austin Hwy – On Sundays from 4 AM to 12 PM.
 - x. (IT10) ITSD Radio, Austin Hwy – On Sundays from 4 AM to 12 PM.
 - xi. (IT11) ITSD Radio, Broadview – On Sundays from 4 AM to 12 PM.
 - xii. (IT12) ITSD Radio, Broadview – On Sundays from 4 AM to 12 PM.
 - xiii. (IT13) ITSD Radio, Cagnon – On Sundays from 4 AM to 12 PM.
 - xiv. (IT14) ITSD Radio, Cagnon – On Sundays from 4 AM to 12 PM.
 - xv. (IT15) ITSD Radio, Topperwein – On Sundays from 4 AM to 12 PM.
 - xvi. (IT16) ITSD Radio, Topperwein – On Sundays from 4 AM to 12 PM.
 - xvii. (IT17) ITSD Radio, South Breeze – On Sundays from 4 AM to 12 PM.
 - xviii. (IT18) ITSD Radio, South Breeze – On Sundays from 4 AM to 12 PM.
 - xix. (IT19) ITSD Radio, Hill Country – On Sundays from 4 AM to 12 PM.
 - xx. (IT20) ITSD Radio, Hill Country – On Sundays from 4 AM to 12 PM.
 - xxi. (IT21) ITSD Radio, Grey Forest – On Sundays from 4 AM to 12 PM.
 - xxii. (IT22) ITSD Radio, Grey Forest – On Sundays from 4 AM to 12 PM.
 - xxiii. (IT23) ITSD Radio, Hallmark – On Sundays from 4 AM to 12 PM.
 - xxiv. (IT24) ITSD Radio, Hallmark – On Sundays from 4 AM to 12 PM.
 - xxv. (IT25) ITSD Radio, CPS Jones – On Sundays from 4 AM to 12 PM.
 - xxvi. (IT26) ITSD Radio, CPS Jones – On Sundays from 4 AM to 12 PM.
 - xxvii. (IT27) ITSD Radio, Frio Shelter A – On Sundays from 4 AM to 12 PM.
 - xxviii. (IT28) ITSD Radio, Frio Shelter B – On Sundays from 4 AM to 12 PM.
 - xxix. (IT29) ITSD Radio, Hy-Lions Generator 1 – On Sundays from 4 AM to 12 PM.
- c. Maintenance and repairs shall meet or exceed manufacturers' requirements not listed.

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.

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/edd/SmallBusiness>) 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. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this 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 Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("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.)

Certification or "Certified" – 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 accepts 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 of Attachment A.

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. 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.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element 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. The use of S/M/WBE firms by CONTRACTOR to perform such "pass-through" or "conduit" functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Evaluation Preference – an API that may be applied by the Goal Setting Committee ("GSC") 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 CONTRACTORS or Respondents.

Good Faith Efforts – documentation of the CONTRACTOR's or Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response 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., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; 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 consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

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 (A&E), 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."

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also 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 minority- and women-owned businesses that have been certified for participation in the City's M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also 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 this 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 having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

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 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, and Other Services contracts (e.g., up to 10 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. For purposes of this agreement, this term refers to the CONTRACTOR.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, 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. For purposes of this agreement, CONTRACTOR is the Respondent.

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

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 Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

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

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

Suspension – the temporary stoppage of the SBE or MWBE 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 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

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 a Small Business Enterprise and that is 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 Agreement 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 of 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 immediately 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 and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

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:

M/WBE Mentor Protégé Program. In accordance with the SBEDA Ordinance, Section III. D. 7. (c), this contract is being awarded pursuant to the M/WBE Mentor Protégé Program and, if included in the CONTRACTOR'S proposal, CONTRACTOR shall comply with all requirements of the Program in accordance with CONTRACTOR'S signed Mentorship Commitment Form.

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).