

AN ORDINANCE 2017-09-21-0665

**AUTHORIZING ACCEPTANCE OF A PROPOSAL SUBMITTED BY KONE, INC. TO PROVIDE ELEVATOR AND ESCALATOR PREVENTIVE MAINTENANCE AND REPAIR SERVICES FOR THE CONVENTION AND SPORTS FACILITIES DEPARTMENT FOR AN ANNUAL AVERAGE COST OF \$720,000.00, FUNDED FROM THE FY 2018 COMMUNITY & VISITOR FACILITIES FUND OPERATING BUDGET.**

\* \* \* \* \*

**WHEREAS**, the City released a Request for Competitive Sealed Proposals (RFCSP) to provide the City with elevator and escalator preventive maintenance and repair services for the Convention and Sports Facilities Department; and

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

**WHEREAS**, staff recommends Kone, 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 Kone, Inc. to provide the City with elevator and escalator preventive maintenance and repair services for the Convention and Sports Facilities Department is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the score summary, Integration Agreement, and RFCSP are attached hereto and incorporated herein for all purposes as **Exhibit A**. A copy of the proposal may be inspected in the offices of the Purchasing Division of the Finance Department.

**SECTION 2.** Funding for this ordinance in the amount of \$711,000.00 is contingent upon approval of the Fiscal Year 2018 Budget, see the table below:

Amount	General Ledger	Cost Center	Fund
\$ 154,000.00	5202020	4504010001	29016000
\$ 557,000.00	5204050	4204010001	29006000
Total: \$711,000.00			

**SECTION 3.** If approved by council, payment not to exceed the budgeted amount is authorized to Kone, Inc. and should be encumbered with a purchase order. Future funding through the term of the contract is contingent upon City Council approval of the City's operating budget and the availability of funds for subsequent Fiscal Years.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the

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City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** 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 21<sup>st</sup> day of September, 2017.



M A Y O R  
Ron Nirenberg

**ATTEST:**



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Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



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Andrew Segovia, City Attorney

<b>Agenda Item:</b>	4 ( in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 18A, 18B, 18C, 18D, 19, 20, 21, 22, 24A, 24B, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 38, 40, 41, 42, 43, 44, 45, 47, 50A, 50B, 51B, 52A, 52B, 52C, 52D, 52E, 52F, 52G, 52H )						
<b>Date:</b>	09/21/2017						
<b>Time:</b>	09:45:52 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing acceptance of a proposal submitted by Kone, Inc. to provide elevator and escalator preventive maintenance and repair services for the Convention and Sports Facilities Department for an annual average cost of \$720,000.00, funded from the FY 2018 Community & Visitor Facilities Fund Operating Budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8	x					
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

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# EXHIBIT A

EXHIBIT A

RFCSP 17-023, RFX 6100008337 Annual Contract for Elevator and Escalator Preventive Maintenance for the Convention and Sports Facilities  Score Summary  Evaluation  Preventive Maintenance	Maximum Points	EMR Elevator, Inc. 2320 Michigan Court Arlington, TX 76016	Kone, Inc. 12017 Starcrest San Antonio, TX 78247	Schindler Elevator Corp. 12961 Park Central, Suite 1460 San Antonio, TX 78216
A - Experience, Background, Qualifications	45	13.00	44.60	28.60
B - Proposed Plan	35	10.00	33.00	25.00
A - B SUB-TOTAL	80	23.00	77.60	53.60
C - Price Schedule	20	20.00	16.63	11.43
C - SUB-TOTAL	20	20.00	16.63	11.43
TOTAL SCORE	100	43.00	94.23	65.03
RANK BASED ON TOTAL SCORE		3.00	1.00	2.00

**INTEGRATION AGREEMENT FOR ANNUAL CONTRACT FOR ELEVATOR AND  
ESCALATOR PREVENTIVE MAINTENANCE FOR CONVENTION AND SPORTS FACILITIES**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")  
NO.: 6100008337, 17-023**

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), by and through its Director of Finance or said Director's designee, and Kone, Inc. (Contractor or Company), both of which may be referred to herein collectively as the "Parties".

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

**1.0 CONTRACT DOCUMENTS**

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- 1.1 This Integration Agreement;
- 1.2 City's final posted RFCSP No. 6100008337, 17-023, including all attachments and exhibits thereto, and all addendums issued, with the addendum issued latest in time taking priority over earlier issued addendums; and
- 1.3 Contractor's signed response to City's RFCSP No. 6100008337, 17-023.

**2.0 CHANGES TO SPECIFICATIONS**

Section 004 - Specifications / Scope of Services are hereby modified as shown below.

- 2.1 Section 1.8 Minimum Maintenance Hours and Procedures, Paragraph A and B are revised to read as follows:

A. Contractor shall provide a minimum of one dedicated maintenance mechanic who shall remain onsite at City's Facilities to perform full time (40 hours per week) during City's Normal Business Hours for Preventive Maintenance. Contractor may divide the 40 hours among more than one maintenance mechanic, so long as there is a maintenance mechanic performing duties onsite at all times during City's Normal Business Hours. This shall be referred to as the Minimum Maintenance Hours Requirement or MMHR. Contractor further agrees to furnish additional maintenance helpers and/or maintenance mechanics, as needed, to assist the dedicated maintenance mechanic with on-site Preventive Maintenance services or other services that are included in the Monthly Preventative Maintenance fee at no additional cost, if needed in order to meet response times or to ensure that the maintenance schedule is maintained, if the dedicated maintenance mechanic is used to perform other covered services. It is the Contractors responsibility to

complete all required preventive maintenance tasks within the schedule agreed upon by the Contractor and Convention and Sports Facilities Department.

B. Staffing: Contractor shall provide adequate and dedicated personnel suitable to City, for Preventive Maintenance. During vacation periods, an alternate mechanic suitable to City shall be assigned to perform maintenance. The MMHR indicated above shall not include time expended for work billable under Items 6 and 8 on the Price Schedule. However, Contractor *may* use the dedicated maintenance mechanic to perform corrective repairs during the MMHR, provided there is no adverse impact to the required preventive maintenance schedule, and further provided that Contractor invoices City only for the parts for the corrective repair. Contractor shall not invoice City for non-covered repairs labor hours (Item 6 on the Price Schedule) if the corrective repair is performed during the MMHR. In other words, if City is already paying for the mechanic to be on-site, City shall not have to pay additional labor charges for that mechanic. If Contractor must bring in a second mechanic or helper to assist the mechanic who is dedicated to the MMHR, Contractor may invoice City for the additional mechanic at the rates stated in Item 6.

Time spent assisting City in performing tests of Firefighter's Emergency Operation and time spent accompanying City or their Elevator Consultant in performing tests, inspections, or reviews, are considered part of regular preventive maintenance and at no additional charge to the City.

- 2.2 Section 1.17, Section E. Out of Service Credits, Paragraph 6 is revised to read as follows:

City shall be the final authority on whether or not a service credit is invoked. When unusual situations arise, City will make a good faith effort to work with Contractor on an action plan to return the unit to service as soon as possible. In such circumstances, City may waive or reduce the Out of Service credits to prevent the Out of Service Credits from having a punitive effect. When a service credit has been invoked, City shall calculate such service credit and Contractor shall include the deduction on the next invoice following City's notice. The City must provide notice within 90 days of the date an event occurs that gives rise to the right to demand Out of Service credits, or the Out of Service credits will be waived for that event. If the amount of the Service Credit exceeds the amount of the invoice, Contractor must continue to apply the service credit to subsequent invoices until the full amount has been applied. If the contract is at the end of its term, Contractor shall pay City any balance due in Service Credits within 30 days of the contract's expiration or termination. Continual failures by Contractor to expedite work to correct malfunctions is cause for termination of the contract and use of performance bond monies to, among other things, effect required repairs.

### **3.0 OBSOLETE PARTS**

Pursuant to Section 004 - Specifications / Scope of Services, Section 1.3, the parties hereby agree that the only parts that shall be considered obsolete, and the extent to which they shall be considered obsolete, are as follows.

3.1 Baxco and LMH (aka Lexco) Controllers. The City will bear the cost of replacement of the Baxco and LMH controllers, should they fail during the term of this agreement.

Replacement Costs:

Baxco: Labor Total \$48,000 Parts Total \$32,000

Note: These prices are per unit.

LMH: Labor Total \$90,000 Parts Total \$60,000

Note: These prices are per unit.

3.2 Magnetek Drive for Alamodome Elevators – The original drive is obsolete. The new drive requires a software change, as well. However, if replacement is required, KONE shall only charge for the materials, not labor, since the labor to replace the drive with a new one would not require a different amount of time to replace a non-obsolete component. Replacement Costs: Parts Total \$23,000.

Note: This price is per unit.

3.3 Vector Fixtures for Alamodome Elevators – The square button is available and shall not be considered obsolete; however, the Vector fixtures are not available due to the design of the fixtures. Therefore, replacement of the vector fixtures requires a complete fixture upgrade for the car operating panels and the hall fixtures, including any position indicators and key switches. Replacement Costs: Labor Total \$8,000 Parts Total \$12,000 Note: This price is per panel.

3.4 Starter Panel ES24-V and ES24V-B for Henry B. Gonzalez Convention Center Escalators – Components of the panel are available and shall be replaced by Kone at no additional charge, if replacement is required. If the complete panel requires replacement, KONE shall only charge for the panel, not the labor to replace the panel. Replacement Costs: Parts Total \$2,200 Note: This price is per panel.

#### **4.0 PRICING**

Contractor's pricing for all services are stated on RFCSP Attachment B, Price Schedule, Rev. 2 dated 7/24/17, which is attached hereto and incorporated herein by reference for all purposes, and replaces all prior Price Schedules submitted by Contractor for this RFCSP.

#### **5.0 Prohibition on Contracts with Companies Boycotting Israel**

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

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

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



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

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

**6.0 ENTIRE AGREEMENT**

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

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

**CITY OF SAN ANTONIO**

**KONE, INC.**

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: Laura Turk  
Title: Branch Manager  
Date: 8.21.2017

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

**RFCSP ATTACHMENT B**

**PRICE SCHEDULE - Rev. 2 dated 7/24/17,**

Prices in column B of Items 1 – 5 are for the standard Preventive Maintenance Services outlined in Section 004 - Specifications / Scope of Services, including Contractor's MCP. Prices in column C represent an additional monthly charge for the inclusion of all labor and parts for Corrective Repairs. City may choose to include column C pricing, at its option, on any item or group of items of Equipment.

**\*CONTRACTOR MUST PROVIDE A MONTHLY PREVENTIVE MAINTENANCE PRICE AND MONTHLY A PREMIUM PRICING TO BE CONSIDERED RESPONSIVE.\***

**EXAMPLE:**

Based on the example below, should the City select Preventive Maintenance Services only for Item 1A, the price would be \$100.00 (Column B) per month. Should the City select the Premium Services for Item 1A, the price would be \$150.00 (Column D) per month.

Description (KONE Elevators)	Annual Quantity  (A)	UOM	Preventive Maintenance Price Per UOM  (B)	Premium Price Price Per UOM  (C)	Total Price per Month If City chooses both PM and Premium Services (B + C = D) (D)	Location   (E)
1A. Elevator P1 (1992, 5-Stop Traction) Decal # 021824, Serial # CT72402	12	MONTH	\$100.00	\$50.00	\$150.00	South Loading Dock

**ITEM 1: ALAMODOME**

ITEM 1	MAINTENANCE SERVICES – ALAMODOME					
Description (KONE Elevators)	Annual Quantity  (A)	UOM	Preventive Maintenance Price Per UOM  (B)	Premium Price  (C)	Total Price per Month If City chooses both PM and Premium Services (B + C = D) (D)	Location   (E)
1A. Elevator P1 (1992, 5-Stop Traction) Decal # 021824, Serial # CT72402	12	MONTH	\$426.13	\$1,075.24	\$2,131.55	South Loading Dock
1B. Elevator P2 (1992, 5-Stop Traction) Decal # 021821, Serial # CT72400	12	MONTH	\$426.13	\$1,075.24	\$2,131.55	West 50

Description (KONE Elevators)	Annual Quantity  (A)	UOM	Preventive Maintenance Price Per UOM  (B)	Premium Price  (C)	Total Price per Month If City chooses both PM and Premium Services (B + C = D) (D)	Location  (E)
1C. Elevator P3 (1992, 5-Stop Traction) Decal # 021820, Serial # CT72401	12	MONTH	\$426.13	\$1,075.24	\$2,131.55	West 50
1D. Elevator P4 (1992, 5-Stop Traction) Decal # 021827, Serial # CT72396	12	MONTH	\$426.13	\$1,075.24	\$2,131.55	North
1E. Elevator P5 (1992, 5-Stop Traction) Decal # 021828, Serial # CT72397	12	MONTH	\$426.13	\$1,075.24	\$2,131.55	North
1F. Elevator P6 (1992, 5-Stop Traction) Decal # 021825, Serial # CT72398	12	MONTH	\$426.13	\$1,075.24	\$2,131.55	East 50
1G. Elevator P7 (1992, 5-Stop Traction) Decal # 021826, Serial # CT72399	12	MONTH	\$426.13	\$1,075.24	\$2,131.55	East 50
1H. Elevator P8 (1993, 2-Stop Traction) Decal # 007947, Serial # 7562	12	MONTH	\$303.40	\$1,213.60	\$1,517.00	Dumb Waiter (HOF to Top of Dome)
1I. Freight Elevator F1 (1992, 5- Stop Traction) Decal # 021822, Serial # CT72403	12	MONTH	\$426.13	\$1,075.24	\$2,131.55	South Freight
1J. Freight Elevator F2 (1992, 5- Stop Traction) Decal # 021823, Serial # CT72404	12	MONTH	\$426.13	\$1,075.24	\$2,131.55	South Freight
<b>Subtotal Elevators</b>				<b>\$ 16,560.78</b>	<b>\$20,700.97</b>	
1K. Escalator 1 Decal # 021829, Serial # CT72394	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	North – field to Plaza
1L. Escalator 2 Decal # 021830, Serial # CT72395	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	North – field to Plaza
<b>Subtotal Escalators</b>				<b>\$ 7,193.02</b>	<b>\$8,991.28</b>	
<b>TOTAL Maintenance Services – Alamodome</b>				<b>\$ 23,753.80</b>	<b>\$29,692.25</b>	

**ITEM 2: HENRY B. GONZALEZ CONVENTION CENTER**

ITEM 2	MAINTENANCE SERVICES – HENRY B. GONZALEZ CONVENTION CENTER					
Description (Dover Hydraulic Elevators)	Annual Quantity  (A)	UOM	Preventive Maintenance Price Per UOM  (B)	Premium Price  (C)	Total Price per Month If City chooses both PM and Premium Services (B + C = D) (D)	Location  (E)
2A. PASSENGER # 4, 1996 Decal # 46994 Serial # EH-5352, 2-Stop	12	MONTH	\$303.40	\$1,213.60	\$1,517.00	West Lobby
2B. PASSENGER # 6, 1999 Decal # 46993, Serial # EH5353, 3-Stop	12	MONTH	\$303.40	\$1,213.60	\$1,517.00	Service Hallway LDR
2C. PASSENGER # 8, 1999 Decal # 44658, Serial # EH5354, 3-Stop	12	MONTH	\$303.40	\$1,213.60	\$1,517.00	West Registration
2D. PASSENGER # 10, 1999 Decal # 44713, Serial # EH5355, 2-Stop	12	MONTH	\$303.40	\$1,213.60	\$1,517.00	West Concourse by Room 208
2E. PASSENGER # 11B, 2015, Decal # 86928, Serial # 20371424, 5-Stop, Traction	12	MONTH	\$324.44	\$1,297.76	\$1,622.19	Hall 4 Loading Dock
2F. PASSENGER # 12, 1999 Decal # 40300, Serial # EH5356, 3-Stop	12	MONTH	\$303.40	\$1,213.60	\$1,517.00	Hall 4
2G. PASSENGER # 13, 1999 Decal # 40299, Serial # EH5357, 2-Stop	12	MONTH	\$303.40	\$1,213.60	\$1,517.00	Hall 3
2H. PASSENGER # 14, 1999 Decal # 44604, Serial # EH5358, 3-Stop	12	MONTH	\$303.40	\$1,213.60	\$1,517.00	Park View Hemisphere Ballroom
2I. PASSENGER # 17B, 2012 Decal # 82315 Serial # EBA579, 3-Stop	12	MONTH	\$303.40	\$1,213.60	\$1,517.00	Kitchen Hemisphere Ballroom North
2J. PASSENGER # 23, 2015, Decal # TXE 091208, Serial # 20371420, 3-Stop, Traction	12	MONTH	\$324.44	\$1,297.76	\$1,622.19	Administration 1.5
2K. PASSENGER # 24, 2015, Decal # TXE 091215, Serial # 20371422, 5-Stop, Traction	12	MONTH	\$324.44	\$1,297.76	\$1,622.19	Main Lobby Hall 1

<b>Description</b> (Dover Hydraulic Elevators)	<b>Annual Quantity</b> <b>(A)</b>	<b>UOM</b>	<b>Preventive Maintenance Price Per UOM</b> <b>(B)</b>	<b>Premium Price</b> <b>(C)</b>	<b>Total Price per Month If City chooses both PM and Premium Services (B + C = D)</b> <b>(D)</b>	<b>Location</b> <b>(E)</b>
2L. PASSENGER # 25, 2015, Decal # TXE 091216, Serial # 20371423, 5-Stop, Traction	12	MONTH	\$324.44	\$1,297.76	\$1,622.19	Main Lobby Hall 1
2M. PASSENGER # 26, 2015, Decal # TXE 091202, Serial # 20372440, 3-Stop, Traction	12	MONTH	\$324.44	\$1,297.76	\$1,622.19	Main Lobby Hall 2
2N. PASSENGER # 27, 2015, Decal # TXE 091203, Serial # 20372441, 3-Stop, Traction	12	MONTH	\$324.44	\$1,297.76	\$1,622.19	Main Lobby Hall 2
2O. PASSENGER # 28, 2015, Decal # TXE 091232, Serial # 20371421, 4-Stop, Traction	12	MONTH	\$324.44	\$1,297.76	\$1,622.19	South Exterior Entrance
2P. FREIGHT # 5, 1996 Decal # TBD, Serial # EH-5360, 3-Stop	12	MONTH	\$303.40	\$1,213.60	\$1,517.00	West Lobby
2Q. FREIGHT # 9, 1999 Decal # 44628, Serial # EH 5361, 3-Stop	12	MONTH	\$303.40	\$1,213.60	\$1,517.00	West Registratio n North Svc
2R. FREIGHT # 11, 1999 Decal # 40279, Serial # EH 5362, 3-Stop	12	MONTH	\$303.40	\$1,213.60	\$1,517.00	Hall 4 Loading Dock
2S. FREIGHT # 16, 1999 Decal # 44601, Serial # EH 5364, 3-Stop	12	MONTH	\$303.40	\$1,213.60	\$1,517.00	Hall 4 Loading Dock
2T. FREIGHT # 17, 1999 Decal # 40247 Serial # EH 5363, 3-Stop	12	MONTH	\$303.40	\$1,213.60	\$1,517.00	Kitchen Hemisfair Ballroom North
<b>Subtotal Elevators</b>				<b>\$24,861.10</b>	<b>\$31,076.37</b>	
2U. Escalator 1 - Down – Decal # 44760, Serial # 91270	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	West Registratio
2V. Escalator 1 - Up – Decal # 44759, Serial # 91271	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	West Registratio
2W. Escalator 2 - Up – Decal # 44761, Serial # 91272	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	South West Lobby Entrance

<b>Description</b> (KONE Escalators)	<b>Annual Quantity</b>  <b>(A)</b>	<b>UOM</b>	<b>Preventive Maintenance Price Per UOM</b>  <b>(B)</b>	<b>Premium Price</b>  <b>(C)</b>	<b>Total Price per Month If City chooses both PM and Premium Services (B + C = D) (D)</b>	<b>Location</b>  <b>(E)</b>
<b>2X.</b> Escalator 2 - Down – Decal # 44762, Serial # 91273	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	South West Lobby Entrance
<b>2Y.</b> Escalator 3A - Up – Decal # 44758, Serial # 91273	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	West Registratio n to 205- 207
<b>2Z.</b> Escalator 3A - Down – Decal # 44754, Serial # 91277	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	West Registratio n to 205- 207
<b>2AA.</b> Escalator 3B - Up – Decal # 44757, Serial # 91278	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	West Registratio n to 006- 008
<b>2BB.</b> Escalator 3B - Down – Decal # 44755, Serial # 91275	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	West Registratio n to 006- 008
<b>2CC.</b> Escalator 4 - Up – Decal # 44752, Serial # 91279	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	West Registratio n to 205- 207
<b>2DD.</b> Escalator 4 - Down – Decal # 31440, Serial # 91274	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	West by 008 to 1069 Rooms
<b>2EE.</b> Escalator 5 - Up – Decal # 44715, Serial # 91280	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	West by 1069 to 208 Rooms
<b>2FF.</b> Escalator 5 - Down – Decal # 44714, Serial # 91281	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	West by 1069 to 208 Rooms
<b>2GG.</b> Escalator 6 - Up – Decal # 44707, Serial # 91282	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	Hemisfair Ballroom
<b>2HH.</b> Escalator 6 - Down – Decal # 44706, Serial # 91283	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	Hemisfair Ballroom
<b>2II.</b> Escalator 7 - Up – Decal # 44709, Serial # 91284	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	Hall 4
<b>2JJ.</b> Escalator 7 - Down – Decal # 44708, Serial # 91285	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	Hall 4

<b>Description</b> (KONE Escalators)	<b>Annual Quantity</b>  (A)	<b>UOM</b>	<b>Preventive Maintenance Price Per UOM</b>  (B)	<b>Premium Price</b>  (C)	<b>Total Price per Month if City chooses both PM and Premium Services (B + C = D) (D)</b>	<b>Location</b>  (E)
2KK. Escalator 8 - Right – Decal # 44710, Serial # 91287	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	Hall 3
2LL. Escalator 8 - Left – Decal # 44711, Serial # 91286	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	Hall 3
2MM. Escalator 8 - Center – Decal # 44712, Serial # 91288	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	Hall 3
2NN. Escalator - 9A - Down – Decal # 091213, Serial # 20371203	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	Main Lobby
2OO. Escalator - 9B - Up – Decal # 091214, Serial # 20371204	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	Main Lobby
2PP. Escalator - 10A - Down – Decal # 091211, Serial # 20371205	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	Main Lobby
2QQ. Escalator - 10B - Up – Decal # 091212, Serial # 20371206	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	Main Lobby
2RR. Escalator - 11A - Down – Decal # 89002, Serial # 20371208	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	In Front of Hall 2
2SS. Escalator - 11B - Up – Decal # 89003, Serial # 20371207	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	In Front of Hall 2
2TT. Escalator - 12A - Down – Decal # 091222, Serial # 20371209	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	Concourse Level to 3 <sup>rd</sup> Floor
2UU. Escalator - 12B - Up – Decal # 091223, Serial # 20371210	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	Concourse Level to 3 <sup>rd</sup> Floor
2VV. Escalator - 13A - Down – Decal # 091218, Serial # 20371211	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	Concourse Level to 2 <sup>nd</sup> Floor Room 303A
2WW. Escalator - 13B - Up – Decal # 091219, Serial # 20371212	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	Concourse Level to 2 <sup>nd</sup> Floor Room 303A
2XX. Escalator - 14A - Down – Decal # 091224, Serial # 20371213	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	Hall 2
2YY. Escalator - 14B - Up – Decal # 091225, Serial # 20371214	12	MONTH	\$899.13	\$3,596.51	\$4,495.64	Hall 2
<b>Subtotal Escalators</b>				<b>\$111,491.82</b>	<b>\$139,364.78</b>	
<b>TOTAL</b> Maintenance Services – Convention Center				<b>\$136,352.92</b>	<b>\$170,441.15</b>	

**ITEM 3: LILA COCKRELL THEATER**

ITEM 3	MAINTENANCE SERVICES – LILA COCKRELL THEATER					
Description (Garaventa Traction Elevators)	Annual Quantity  (A)	UOM	Preventive Maintenance Price Per UOM  (B)	Premium Price  (C)	Total Price per Month If City chooses both PM and Premium Services (B + C = D) (D)	Location  (E)
3A. PASSENGER # 19, 1966 Decal # 77936, Serial # 20018393, 4-Stop	12	MONTH	\$324.44	\$1,297.76	\$1,622.19	THEATER NORTH WEST
3B. PASSENGER # 20, 1966 Decal # 77937, Serial # 20018397, 4-Stop	12	MONTH	\$324.44	\$1,297.76	\$1,622.19	THEATER SOUTH WEST
3C. FREIGHT # 21, 1966 Decal # 77938, Serial # 327834, 2-Stop	12	MONTH	\$303.40	\$1,213.60	\$1,517.00	THEATER BACK STAGE
3D. Wheelchair Lift # 22, 2010 Decal # 65476 Serial # 2031474, 2-Stop	12	MONTH	\$110.84	\$443.36	\$554.20	THEATER DRESSIN G ROOMS
<b>TOTAL</b> Maintenance Services – Lila Cockrell				<b>\$4,252.47</b>	<b>\$5,315.59</b>	



**ITEM 4: OTHER CONVENTION AND SPORTS FACILITIES**

ITEM 4	MAINTENANCE SERVICES – OTHER CONVENTION AND SPORTS FACILITIES					
Description (Dover 2- Stop, Hydraulic Elevators)	Annual Quantity  (A)	UOM	Preventive Maintenance Price Per UOM  (B)	Premium Price  (C)	Total Price per Month If City chooses both PM and Premium Services (B + C = D) (D)	Location  (E)
4A. INSTITUTO CULTURAL de MEXICO, 2001, Decal # 51275 Serial # 8006-666	12	MONTH	\$303.40	\$1,213.60	\$1,517.00	INSTITUTO CULTURAL de MEXICO – Hemifair Park
4B. UNIVERSITY OF MEXICO, 1989, Decal # 15042 Serial # E86696	12	MONTH	\$303.40	\$1,213.60	\$1,517.00	UNIVERSITY OF MEXICO – Hemisfair Park
4C. BUILDING 277-HEMISFAIR PARK, 1986, Decal # 19488, Serial # E90014, 2-stop Hydraulic	12	MONTH	\$303.40	\$1,213.60	\$1,517.00	BUILDING 277- Hemisfair Park
<b>TOTAL</b> Maintenance Services – Other Facilities				<b>\$3,640.80</b>	<b>\$4,551.00</b>	

**ITEM 5: ADDITIONAL EQUIPMENT ADDED DURING TERM OF CONTRACT**

ITEM 5					
Description (unknown at time of solicitation) *	Annual Quantity  (A)	UOM	Preventive Maintenance Price Per UOM  (B)	Premium Price  (C)	Total Price per Month If City chooses both PM and Premium Services (B + C = D) (D)
5A. Elevator (2-Stop Hydraulic)	12	MONTH	\$303.40	\$1,213.60	\$1,517.00
5B. Elevator (3-Stop Hydraulic)	12	MONTH	\$303.40	\$1,213.60	\$1,517.00
5C. Elevator (4-Stop Hydraulic)	12	MONTH	\$303.40	\$1,213.60	\$1,517.00
5D. Elevator (5-Stop Hydraulic)	12	MONTH	\$303.40	\$1,213.60	\$1,517.00
5E. Elevator (2-Stop Traction)	12	MONTH	\$324.44	\$1,297.76	\$1,622.19
5F. Elevator (3-Stop Traction)	12	MONTH	\$324.44	\$1,297.76	\$1,622.19
5G. Elevator (4-Stop Traction)	12	MONTH	\$426.31	\$1,705.24	\$2,131.55
5H. Elevator (5-Stop Traction)	12	MONTH	\$426.31	\$1,705.24	\$2,131.55
<b>Subtotal Additional Elevators</b>				<b>\$10,860.40</b>	<b>\$13,575.50</b>
5I. Escalator	12	MONTH	\$899.13	\$3,596.52	\$4,495.65
<b>Subtotal Additional Escalators</b>				<b>\$3,596.52</b>	<b>\$4,495.65</b>
<b>TOTAL</b> Maintenance Services – Add'l Equipment				<b>\$14,456.92</b>	<b>\$18,071.15</b>

\* City does not anticipate adding any equipment during the term of this contract, but would like to establish pricing in the event equipment is added. The items stated in Item 5 above are not estimated quantities or descriptions of planned installations.

**ITEM 6: NON-COVERED REPAIRS**

ITEM 6	Non-Covered Repairs			
Description	Estimated Annual Quantity (A)	UOM	Price Per UOM (B)	Extended Total Price (A) x (B) = (C)
6A. Non-Covered Repairs – Mechanic <b>Normal Business Hours (Hourly)</b>	180	HR	\$155.25	\$27950.40
6B. Non-Covered Repairs – Mechanic Helper <b>Normal Business Hours (Hourly)</b>	165	HR	\$129.90	\$21,433.50
6C. Non-Covered Repairs – Mechanic <b>Overtime Hours (Hourly Rate)</b>	85	HR	\$234.00	\$19,890.00
6D. Non-Covered Repairs – Mechanic Helper <b>Overtime Hours (Hourly Rate)</b>	76	HR	\$192.40	\$14,622.40
<b>TOTAL</b> Non-Covered Repairs				<b>\$83,896.30</b>

**ITEM 7: PARTS REQUIRED FOR OTHER SERVICES**

ITEM 7	PARTS REQUIRED FOR OTHER SERVICES	
Contractor's markup percentage over contractor's cost		<b>25%</b>

NOTE: Manufactures price will be based on listed catalogue price.

\*Contractor shall provide City with a copy of the invoice received by Contractor's showing Contractor's original cost for the part at the time Contractor bills city for the part.\*

\*If the Contractor is the manufacturer of the part, then Contractor shall not charge a mark-up percentage.\*

**ITEM 8: Event Standby Services**

ITEM 8	Event Standby Services			
Description	Estimated Annual Quantity (A)	UOM	Price Per UOM (B)	Extended Total Price (A) x (B) = (C)
8A. Event Standby Service – Mechanic <b>Normal Business Hours (Hourly)</b>	200	HR	\$155.25	\$31,056.00
8B. Event Standby Service – Mechanic Helper <b>Normal Business Hours (Hourly)</b>	170	HR	\$129.90	\$22,083.00
8C. Event Standby Service – Mechanic <b>Overtime Hours (Hourly Rate)</b>	100	HR	\$234.00	\$23,400.00
8D. Event Standby Service – Mechanic Helper <b>Overtime Hours (Hourly Rate)</b>	15	HR	\$192.40	\$2,886.00
<b>TOTAL</b> Event Standby Services				<b>\$79,425.00</b>

Prices will remain firm for the five (5) year base period. Contractor shall be allowed one (1) price increase effective October 1, 2022 for the prices stated in Items 1-6 and Item 8. This price increase will be in effect for the renewal period only, if this contract is renewed.

Price Increase for the renewal Period: 2.5 %

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



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

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")  
NO.: 6100008337

**ANNUAL CONTRACT FOR ELEVATOR AND ESCALATOR PREVENTIVE  
MAINTENANCE FOR CONVENTION AND SPORTS FACILITIES  
RFCSP 17-023**

Date Issued: FEBRUARY 15, 2017

**BIDS MUST BE RECEIVED NO LATER THAN:  
2:00 PM CT APRIL 5, 2017**

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 Hall  
100 Military Plaza  
San Antonio, Texas 78205

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR ELEVATOR AND ESCALATOR PREVENTIVE MAINTENANCE FOR  
CONVENTION AND SPORTS FACILITIES"

Proposal Due Date: 2:00 p.m. CT, APRIL 5, 2017

RFCSP No.: 6100008337

Respondent's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO

DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference \* YES

If YES, the Pre-Submittal Conference will be held on March 1, 2017 at 9:00 AM CT, Henry B. Gonzalez Convention Center, Floor 1.5; Conference Room 1; Administrative Building; 900 E. Market; San Antonio, TX 78205. At the conclusion of the pre-submittal conference, the City will provide a walk through to allow respondents to view and examine the existing equipment.

Staff Contact Person: Marco A. Beltran, Procurement Specialist II, P.O. Box 839966, San Antonio, TX 78283-3966.  
Email: [marco.a.beltran@sanantonio.gov](mailto:marco.a.beltran@sanantonio.gov)

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

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

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

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

***\*For this solicitation, the first day contributions are prohibited is **Wednesday, March 1, 2017*****  
***The first day contributions may be made is the 31st day after the contract is awarded at City Council "A" Session.***

#### **RESTRICTIONS ON COMMUNICATIONS**

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

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

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

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

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## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

#### Submission of Proposals.

Submission of Hard Copy Proposals. Respondent shall submit **one (1) COMPLETE** original signed in ink, **seven (7)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc (NO SBEDA, LPP, VOSB AND/OR PRICING TO BE INCLUDED in the copies)** and one copy of the proposal on compact disk (CD) or flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**ANNUAL CONTRACT FOR ELEVATOR AND ESCALATOR PREVENTIVE MAINTENANCE FOR CONVENTION AND SPORTS FACILITIES**" RFCSP 17-023, 6100008337" 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 APRIL 5, 2017** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

#### Mailing Address:

Office of the City Clerk

Attn: "**ANNUAL CONTRACT FOR ELEVATOR AND ESCALATOR PREVENTIVE MAINTENANCE FOR CONVENTION AND SPORTS FACILITIES**" RFCSP 17-023, No.: 6100008337

P.O. Box 839966

San Antonio, Texas 78283-3966

#### Physical Address:

Office of the City Clerk

Attn: "**ANNUAL CONTRACT FOR ELEVATOR AND ESCALATOR PREVENTIVE MAINTENANCE FOR CONVENTION AND SPORTS FACILITIES**" RFCSP 17-023, No.: 6100008337

100 Military Plaza

City Hall San Antonio, Texas 78205

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

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

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

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

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

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



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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before March 17, 2017 at 2:00 p.m. CT. 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.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Lisa Brice, who may be reached via telephone at (210) 207-39505 or through e-mail at [lisa.brice@sanantonio.gov](mailto:lisa.brice@sanantonio.gov). Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

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

Pre-Submittal Conference.

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

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

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

Changes to RFCSP.

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

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

Preparation of Proposals.

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

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

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

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

All or None Bid. Any proposal that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall result in the proposal being deemed nonresponsive and

disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one respondent only.

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

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

#### Description of Supplies.

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

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

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

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

#### Estimated Quantities for Annual Contracts.

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

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

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

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

#### Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this RFCSP. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this RFCSP. Such acquisition(s)

shall be at the prices stated in the proposal, and shall be subject to Respondent's acceptance. Entities desiring to acquire items listed in this RFCSP shall be listed on a rider attached hereto, if known at the time of issuance of the RFCSP. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this proposal.

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

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

#### Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

Variances and Exceptions to Proposal Terms. In order to comply with State law, respondents must submit proposals on the same material terms and conditions. Respondents may submit requested changes to material terms for City's review prior to the submission deadline. Any changes to the RFCSP will be made by addendum Proposals that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

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

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

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

#### Evaluation and Award of Contract.

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

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

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

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

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

#### Inspection of Facilities/Equipment.

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

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

#### Prompt Payment Discount.

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

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

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

#### Prohibited Financial Interest.

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

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

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

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

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

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

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

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

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

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 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.

Submission of Hard Copy Proposals. Respondent shall submit **one (1) COMPLETE** original signed in ink, **seven (7)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, LPP, VOSB AND/OR PRICING TO BE INCLUDED in the copies)** and one copy of the proposal on compact disk (CD) or flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**ANNUAL CONTRACT FOR ELEVATOR AND ESCALATOR PREVENTIVE MAINTENANCE FOR CONVENTION AND SPORTS FACILITIES**" RFCSP 17-023, No.: 6100008337" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected

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

### TABLE OF CONTENTS

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

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

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

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

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

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

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

Instructions for completing the Contracts Disclosure form:

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

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

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

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

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

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

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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

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

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

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

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

PROPOSAL BOND. Submit proposal bond in the amount of \$10,000.00. For electronic submissions, Respondent must provide the original proposal bond to the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals.

ADDENDA. Sign and submit addenda, if any.

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

## **EVALUATION CRITERIA**

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

### **Evaluation Criteria:**

Experience, Background, Qualifications: 45 points

Proposed Plan: 35 points

Price: 20 points



## 004 - SPECIFICATIONS / SCOPE OF SERVICES

The City is soliciting proposals for a contractor to provide a full service maintenance and repair agreement, including parts, for elevator, escalator, and wheel chair lift maintenance in accordance with the specifications listed herein. This service is required to establish a maintenance program that will preserve the safety and functionality of the elevators and escalators at the facilities managed by the City's Convention and Sports Facilities Department. The elevator and escalator systems and wheel chair lift shall be referred to jointly herein as the "Equipment".

**Preventive maintenance** is work that is regularly performed on a piece of equipment for the purpose of maintaining equipment in satisfactory operating condition and to lessen the likelihood of it failing. Preventive maintenance is performed while the equipment is still working, so that it does not break down unexpectedly. Preventive Maintenance involves systematic inspection, detection, prevention, and correction of incipient failures, before they become actual or major failures. Preventive Maintenance includes tests, measurements, adjustments, lubrication, parts replacement and repair, and cleaning, performed specifically to prevent failures from occurring. It is designed to preserve and restore equipment reliability by replacing worn components before they actually fail. In addition, it includes detailed record keeping and data analysis to avoid equipment deterioration, so worn parts can be replaced or repaired before they cause system failures. Repairs necessitated by normal wear and tear are included in Preventive Maintenance.

**Corrective Repairs** are activities undertaken to detect, isolate, and rectify a fault so that the failed equipment, machine, or system can be restored to its normal operating state. However, repairs necessitated by normal wear and tear are NOT considered Corrective Repairs.

Pricing for the Preventive Maintenance described herein and in Contractor's Maintenance Control Plan (MCP), is in column B (Items 1-5) of the Price Schedule, attached hereto. Preventive Maintenance monthly pricing includes all materials, parts, labor, supervision, tools, supplies and other expenses necessary to provide full-service equipment Preventive Maintenance of every description, inspections, adjustments, and testing for all equipment covered under this contract. The prices proposed include parts and labor necessary to replace any part that may be worn to prevent from having to repair the elevators and escalators at a later date.

Pricing for Corrective Repairs, and repairs that are specifically excluded from Preventive Maintenance herein, are stated in Items 6 (Hourly Labor Rates) and Item 7 (Parts) of the Price Schedule.

Pricing in Column C (Items 1-5) of the Price Schedule (the Premium Fee) represents an additional monthly charge for the inclusion of all labor and parts for Corrective Repairs. City has the option to select pricing based on Column B, or Column D, which includes both Column B with the addition of Column C pricing, on any item of Equipment, or group of items of Equipment, and will make its selection at the time City awards the contract. If City selects Column D pricing for an item of Equipment, then pricing for all labor and parts for Corrective Repairs for that item will be included in the monthly price and Contractor shall not charge City a separate hourly labor or parts charge.

### **\*CONTRACTOR MUST PROVIDE A MONTHLY PREVENTIVE MAINTENANCE PRICE AND MONTHLY A PREMIUM PRICING TO BE CONSIDERED.\***

Job Location: San Antonio Convention Sports and Entertainment Facilities – includes Alamodome, Henry B. Gonzalez Convention Center, Lila Cockrell Theatre and three buildings in Hemisfair Park (University of Mexico, Institute of Mexican Cultures, and Building 277) San Antonio, Texas.

#### PART 1 GENERAL

##### 1.1 DUTIES OF CONTRACTOR

- A. Contractor shall furnish all supplies, materials, parts, labor, labor supervision, tools, scaffolding, machinery, hoists, equipment (including employee safety equipment), lubricants, and technical information to provide proactive full Preventive Maintenance for City's Equipment identified on the Price Schedule. All work shall be in conformity with highest standards and best industry practices, applicable laws, and all expressed and implied provisions of this Agreement for the Equipment listed on the Price Schedule.

##### 1.2 AGREEMENT INTENT

- A. The intent of this Agreement is to maintain the Equipment to highest industry standards and "industry best"

condition by continuously preserving and maintaining the condition, appearance, and performance of the Equipment in keeping with their original and modernized design. The purpose of the maintenance program specified herein is to provide the following:

1. Safe, consistent, and reliable operation
2. Maximum operational performance
3. Maximum beneficial usage
4. Maximum life cycle

- B. Contractor acknowledges City is relying on Contractor's professional expertise in performance of Services to achieve and comply with the Agreement intent.
- C. Contractor accepts full responsibility for the Equipment, as it exists on the effective date of this Agreement, and will leave it in a condition acceptable to City at the termination date.
- D. Contractor acknowledges City provided free access to and sufficient time for adequate examination of the Equipment and review of service records, upon request, prior to entering into this agreement. Contractor further acknowledges the specified Equipment has been evaluated by Contractor, and Contractor has determined the Equipment is in serviceable operating condition. The Contractor accepts full and complete responsibility for all of the maintenance service, repair, cleaning, and testing of the specified Equipment listed, in "as is" condition, in accordance with this Agreement.

### 1.3 OBSOLESCENCE

- A. During the term of this Agreement there shall be no equipment or components determined to be obsolete, other than what City and Contractor agree is obsolete per the sections below.
- B. Contractor's proposal must include a list of all components and parts in City's Equipment that Contractor considers obsolete and provide a proposal for the full cost, including parts and labor, to replace, repair or upgrade these items. Contractor's cost estimate shall remain firm for the original contract term. Contractor's proposal shall include any increased costs for replacement, repair or upgrade to these items during the renewal period, and this pricing shall remain firm during the renewal period. Should City choose to replace any obsolete equipment, City shall do so by issuance of a purchase order.
- C. Components deemed obsolete by Contractor will be reviewed by City. If City rejects contention of obsolescence, Contractor must agree to full Preventive Maintenance coverage, or withdraw its proposal.
- D. Components accepted by City as obsolete will be identified in an Integration Agreement signed by the parties prior to award of the contract.
- E. A part, component, assembly, product, firmware, or software module ("Component") is considered obsolete only when both the original equipment manufacturer(s) and after-market elevator industry suppliers no longer manufacture or rebuild required parts or assemblies. The fact that a new part is in some way better than the original does not render the original part obsolete, nor cause the replacement to be considered an upgrade or modernization.

### 1.4 CONTRACTOR SERVICES

- A. Services shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision and all other work and materials expressly required under this Agreement, or reasonably inferred, whether or not expressly stated herein. Contractor is responsible for any expenses associated with parking for its employees.
- B. The service requirements stated herein are considered minimum service requirements. Contractor shall submit with its proposal a written detailed Maintenance Control Program (MCP), specifically designed for City's equipment and defining its planned preventive maintenance procedures to facilitate this Agreement's intent and Services for all equipment included under this Agreement. Routine maintenance procedures shall include any unique or product-specific procedures or methods required to inspect or test the equipment, including statutory and other required equipment tests. In addition, the MCP shall identify required weekly, bi-weekly, monthly, quarterly, annual, or other maintenance frequencies for each and every item of Equipment listed on the Price Schedule. Contractor shall also include in its MCP the manufacturer's recommended maintenance and indicate which requirements are those of the manufacturer, and which are

additional maintenance procedures proposed by Contractor. When accepted by City, Contractor's preventive maintenance schedule, including the Maintenance Control Program, and this procedure shall become a part of this contract, in accordance with Section 006-General Terms & Conditions, subsection entitled *Entire Agreement*.

- C. Contractor shall prepare and provide a Maintenance Control Program (MCP) in compliance with the current ASME A17.1 code, and any Authority Having Jurisdiction (AHJ) Code. Instructions for locating this written program shall be posted on the controller cabinets, at least one per elevator and escalator, as required by ASME A17.1 code. Documentation of the MCP must be kept in a visible location in each machine room.
  
- D. Contractor shall maintain preventive maintenance history and testing logs in accordance with the MCP, in City's Building Maintenance Manager's office. Contractor shall provide City access to all documentation maintained electronically through Internet access. Contractor shall ensure City has the ability to print documentation. In addition, data maintained electronically shall be accessible by City via data provided in editable worksheet and hard copy printout at all times. Log or electronic printout shall include all entries for routine preventive maintenance, repairs, tests, callbacks, and Supervisor's inspection. Entries shall include date work is completed, Mechanic's or Supervisor's name, brief description of work completed, including unit number and number of units serviced, repaired or inspected, and the approximate time required for work, excluding travel time to and from property. City shall be allowed to inspect and copy log or electronic printout and maintenance history and schedule at any time. The Contractor must provide the following information to the City on a monthly basis:
  - 1. Service log containing:
    - a. Service Provider number
    - b. Date and time call was placed
    - c. Date and time technician arrived
    - d. Date and time unit was returned to service
    - e. Identifier for calls placed due to misuse of equipment or vandalism
    - f. Identifier for calls placed due to entrapment
  
  - 2. Maintenance log containing:
    - a. Service Provider number
    - b. Date of maintenance action
    - c. Description of maintenance
    - d. Name of Person(s)
    - e. Time of arrival
    - d. Purpose of visit (ex. Callbacks, preventive maintenance, scheduled repairs, supervisor inspections, etc...)
    - e. Brief description of work
    - f. Time of departure
  
- E. Contractor shall coordinate and follow the directives of City with respect to scheduling Services and any deliveries hereunder or at a time or times further specified in other provisions of this Agreement.
  
- F. Services shall be performed as follows:
  - 1. in conformance with all provisions of this Agreement;
  - 2. in conformance with all applicable original equipment manufacturer's specifications;
  - 3. in conformance with the written Maintenance Control Program (MCP);
  - 4. in conformance with City's rules, policies, regulations, and requirements for work at the Property, as modified and supplemented during term of this Agreement;
  - 5. in conformance with City's requirements for cleanup using containers supplied by Contractor.
  - 6. to City's satisfaction;
  - 7. by qualified, careful, and efficient employees in conformity with best industry practices;
  - 8. diligently, to highest industry standards, in a complete and workman-like manner, free of defects or deficiencies; and
  - 9. in such manner as to minimize any annoyance, interference, or disruption to occupants of Property and their invitees.

- G. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with Services, and comply with all applicable safety laws. Contractor shall take all reasonable precautions for safety of City, City's tenants, City's employees, Contractor's employees, and other persons on or about the Property.
- H. Contractor shall repair, to satisfaction of City, any damage to the Facility and adjacent areas caused by performance of Services.
- I. Contractor is not responsible for misuse or vandalism of the Equipment; however, due to heavy use of the Equipment to move passengers and equipment, the following will not be considered misuse or vandalism:
  - 1. Actions or activities that trigger safety devices, ultimately requiring safety device resets;
  - 2. Damage, including, but not limited to,
    - a. doors knocked off track
    - b. broken push buttons on the elevators,
    - c. broken comb tooth segments on the escalators.

Time and material used in correction of these problems will be included in the monthly maintenance fee stated in Column B of the Price Schedule for the Equipment, except as limited below under *Resetting Safety Switches/Devices*.

Any other physical damage done to the doors or door equipment, other than through Contractor's failure to maintain them properly, will be considered misuse or vandalism, provided the damage is not caused by Contractor or its employees or agents. Repairs required due to misuse or vandalism shall be invoiced in accordance with Items 6 and 7 of the Price Schedule.

Resetting Safety Switches/Devices. Time and material used to investigate the cause of and to reset safety switches/devices is included in the price for Preventive Maintenance (Column B of the Price Schedule) of this contract, regardless of the cause, when performed during Normal Business Hours. In addition, the price for Preventive Maintenance (Column B of the Price Schedule) includes 22 service calls performed during Overtime Hours per month for this same service, regardless of cause. Resetting safety switches/devices, when performed during Overtime Hours beyond the 22 included resets per month shall be considered a Service Call and invoiced in accordance with Items 6 and 7 of the Price Schedule, unless City elects pricing based on column D of the Price Schedule (Premium Fee), in which case 100% of safety resets will be covered in the monthly fee.

- J. Callbacks. Callbacks are returns for inspections or repairs for an incident that City previously reported, and for which Contractor previously reported having completed repairs. Callbacks during Normal Business Hours and/or after Normal Business Hours are included in the price of this contract for both covered and non-covered work. Call-back service is included at no additional cost to City.
- K. Event Standby Services. Event standby services shall be provided on an as needed basis based on facility event needs and paid in accordance with the hourly rates shown on the Price Schedule, Item 8. Event standby services means Contractor shall have mechanics present in the building during an event, on standby to provide services, if needed. Building Maintenance Manager may designate the number of Contractor personnel to be on site during such an event. Contractor shall not charge any additional hourly labor rates (such as hourly labor rates for non-covered repairs) for repairs made while Contractor is performing Event Standby Services.
- L. Within the first 6 months of the effective date of this contract, Contractor shall provide City with a 3 year Asset Capital Management Plan for all equipment. The Plan must identify and prioritize potential capital needs, including those required to meet any new code requirements per ASME, TDLR, and AHJ. Contractor shall update this plan annually.
- M. Passenger Entrapments. Responses to passenger entrapments shall be invoiced in accordance with Items 6 and 7 on the Price Schedule, unless the cause for the entrapment is a safety device requiring reset, in which case the call shall be invoiced in accordance with the section on Resetting Safety Switches/Devices stated herein.

## 1.5 CONTRACTOR COMPLIANCE WITH LAWS

- A. Contractor agrees to comply with all current laws, codes, rules, and regulations set forth by appropriate authorities having jurisdiction in the locations where Services are performed. In the event of differing testing requirements between this Agreement and local codes or ordinances, the more stringent requirement shall prevail.
- B. Contractor must complete all code-mandated testing and work tasks described herein.

## 1.6 CONTRACTOR'S EMPLOYEES

- A. This Agreement is not one of agency, partnership, master-servant, or joint employer, but one with Contractor engaged in the business of providing Services hereunder as an independent contractor. Contractor shall have sole responsibility for the means, methods, techniques, procedures, and safety precautions in connection with performance of Services.
- B. Contractor shall be responsible for the supervision and execution of Services by its employees. An onsite condition review shall be conducted by the designated Supervisor of Contractor on an annual basis to ensure that all Services hereunder are performed properly. Contractor shall designate its Supervisor and inform City of the person responsible for execution of Service, and Supervisor shall have the authority to act as Contractor's agent. Supervisor shall notify City of site inspection and provide City with a written summary of findings within ten working days after completion of site review.
- C. Contractor agrees that its employees are properly qualified and will use reasonable care in the performance of Services. Contractor agrees that all work shall be performed by, and under the supervision of, skilled, experienced elevator service and repair persons directly trained, employed, and supervised by Contractor. Any and all employees performing work under this Agreement shall be satisfactory to City. City shall be given at least thirty days' notice prior to making changes to site-specific mechanic/employees.
- D. If City, in City's sole opinion, determines, for any reason, that the qualifications, actions, or conduct of any particular Contractor employee has violated this Agreement by performing unsatisfactory Services, interfering with operation of Property, bothering or annoying any occupants, other contractors, or subcontractors then at Property, or that such actions or conduct is otherwise detrimental to City, then upon City's notice, Contractor shall immediately provide qualified replacement persons.
- E. Contractor shall not engage any subcontractors or other parties to perform Services unless first approved in writing by City. City's acceptance of subcontractors or other parties shall not relieve, release, or affect in any manner any of Contractor's duties, liabilities, or obligations hereunder, and Contractor shall at all times be and remain fully liable hereunder.
- F. Contractor employees are required to wear standard matched uniforms with a company logo. Each employee shall be required to have on their person a company ID card for identification as a current company employee.

## 1.7 HOURS AND MANNER OF WORK

- A. Working Hours. All work, except as otherwise noted in this Agreement shall be performed during City's Normal Business Hours, which are 7:30 a.m. to 4:30 p.m. Monday through Friday. Overtime Hours are 4:31 p.m. – 7:29 a.m. on weekdays, and all day on weekends and City recognized holidays.
- B. Response Time for Service:
  - 1. During Normal Business Hours, Contractor shall arrive at the Equipment in question within **thirty (30) minutes** from time of notification of equipment problem or failure by City.
  - 2. During Normal Business Hours, Contractor shall arrive at the Equipment in question for emergency responses related to, but not limited to, passenger entrapment calls within **fifteen (15) minutes** from time of notification by City.
  - 3. After Normal Business Hours, Contractor shall report to Property within 1 hour from the time of notification by City, except for calls for passenger entrapments, in which case, Contractor shall arrive within 30 minutes from time of notification by City.
- C. If City requests Contractor to perform work that is within the scope of this Agreement (Column B or D of the Price Schedule) during Overtime Hours, City shall pay only the difference between the Normal Business

Hours rate and the Overtime hours rate indicated in the Price Schedule in Item 6. Safety resets exceeding the 22 included during Overtime Hours, however, may be billed at the normal Overtime Hourly Rate.

- D. If City requests Contractor to perform additional work beyond the scope of work enumerated in this Agreement, (e.g. Corrective Repairs if City has not chosen pricing based on Column D of the Price Schedule) during Normal Business Hours, the Normal Business Hours rate shown on the Price Schedule in Item 6 shall apply.
- E. If City requests Contractor to perform additional work beyond the scope of work enumerated in this Agreement, (e.g. Corrective Repairs if City has not chosen pricing based on Column D of the Price Schedule) during Overtime Hours, the Overtime Rate shown on the Price Schedule in Item 6 shall apply.
- F. If any unit is shut down due to equipment failure for more than 48 continuous hours, maintenance billing for that unit shall be suspended until it is restored to beneficial usage, excluding scheduled equipment repairs.
- G. During peak passenger traffic times, City requires all elevators or escalators to be in operation. Contractor shall not remove elevators or escalators from service during these times without authorization. The peak traffic will be variable, based upon scheduled events in the Henry B. Gonzales Convention Center facility or Alamodome.
- H. Contractor shall not perform work during Overtime Hours without the express written consent of City.

#### 1.8 MINIMUM MAINTENANCE HOURS AND PROCEDURES

- A. Contractor agrees to furnish a minimum of one dedicated maintenance mechanic who shall remain onsite at City's Facilities to perform full time during City's Normal Business Hours for Preventive Maintenance. Contractor further agrees to furnish a maintenance helper for a minimum of 80 hours each calendar month to assist the dedicated maintenance mechanic with on-site Preventive Maintenance services.
- B. Staffing: Contractor shall provide adequate and dedicated personnel suitable to City, for Preventive Maintenance. During vacation periods, an alternate mechanic or maintenance helper, suitable to City, shall be assigned for maintenance. The minimum hours required for the dedicated maintenance mechanic and helper indicated above shall not include time expended for callbacks, Corrective Repair work, tests, or work billable beyond the monthly Preventive Maintenance fees (Column B on the Price Schedule). Time spent assisting City in performing tests of Firefighter's Emergency Operation and time spent accompanying City or their Elevator Consultant in making tests, inspections, or reviews may be credited against these minimum hours, and no additional billing shall be accepted for such time expended.
- C. Requirements of Contractor's Employees:
  - 1. Upon arrival and departure all Contractor employees must register in City's log maintained at City's location. In addition, City may require Contractor's employees to check in with designated personnel each time they enter the building.
  - 2. The site maintenance log book shall indicate the name of person or persons, time of arrival, purpose of visit, i.e. callback, preventive maintenance, scheduled repair, Supervisor's inspection, etc., and a brief description of work accomplished, including car and/or group designation, elevator, and time of departure.
  - 3. When departing the property, Contractor's personnel shall sign the maintenance log book indicating as listed above under item C. 2.
  - 4. In addition, Contractor's employees who perform billable work shall leave time tickets after each visit when leaving the property. Alternatively, City may approve an electronic version. Time tickets shall include, at a minimum: Name of mechanic, time of arrival, purpose of visit, identification of Equipment serviced, work accomplished, and time of departure.
  - 5. City may elect to have entries via a manual or electronic log device provided to City.
- D. If the hours expended fall below those required on a three-month rolling average basis City shall have the right to require the shortfall in hours of work to be made up on a schedule of work acceptable to City, which may include work performed during Overtime hours at no additional cost to City, whether Preventive Maintenance, Corrective Repairs or other work.
- E. Quarterly, Contractor shall meet with City or its Designated Representative. The scope of this meeting shall include:

1. a review of the previous quarter's Service Requests and callbacks;
2. a review of maintenance, including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of equipment from service;
3. a review of any reported complaints;
4. Such other elevator-related items as may be appropriate;
5. a review of on-site spare equipment or parts for the elevators;
6. a review of maintenance hours; and
7. if requested by City, Contractor shall provide a monthly list of Service Requests and callbacks for review by City prior to the quarterly meetings.

F. Contractor shall not bill for travel time to or from City's facility, whether during regular or overtime hours.

## 1.9 SCHEDULING OF WORK

A. Within thirty days of the effective date of this Agreement, Contractor shall prepare and submit a schedule of repairs, tests, or other work that will require a shutdown of one or more elevators or escalators within the initial 90 days. The nature of work, elevator or escalator involved, and anticipated days out of service shall be included. Subsequently, this schedule shall be updated quarterly prior to the quarterly meetings.

## 1.10 PERFORMANCE REQUIREMENTS

A. Contractor agrees to maintain the minimum performance requirements stated in Attachment J for the elevators set forth in the Price Schedule.

1. Floor-to-floor times are measured in seconds from start of doors closing, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors are 3/4 open for center opening doors or 1/2 open for side opening doors. Times shown are  $\pm 0.2$  seconds.
2. Door opening times are measured in seconds from start of car door open until doors are fully open. Times shown are  $\pm 0.1$  seconds.
3. Door closing times are measured in seconds from start of door close to doors fully closed, and shall be no less than the times shown per above schedule or those permitted by code. Times shown are  $\pm 0.1$  seconds. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed. Door closing force shall be no more than 30 lbf.
4. Stopping accuracy shall be measured under all load conditions and maintained per Attachment J. Standards shown are maximum allowable from no load to full load.
5. Variance from rated speed, regardless of load, shall not exceed the following:
  - a. 3% for closed loop equipment
  - b. 5% for open loop equipment
  - c. +10% up/-20% down, no load, for hydraulic equipment
6. Door opening and closing shall be smooth and quiet, with smooth checking at the extremes of travel. Car and hoistway doors shall open flush with entrance jambs and each other.
7. Acceleration and deceleration shall be smooth, with no noticeable "steps" or bumps to increase or reduce speed, and no objectionable vibrations.
8. Elevator cars shall travel smoothly and quietly through the hoistways.
9. Performance requirements indicated are minimum standards and are not the sole criteria for judging the Contractor's performance.
10. Car Ride Quality and Noise: All elevators shall be maintained and adjusted to meet the performance requirements per the original specifications for each property and within the following parameters:
  - a. Horizontal acceleration within the cars during all riding and door operating conditions shall not exceed 20 mg peak to peak for geared and MRL elevators, in the 1-10 Hz range. Measurement Criteria: ISO 8041, peak -to-peak vs. A95 standard.
  - b. Vertical acceleration and deceleration shall be constant and not exceed 4 feet/second/second with an initial ramp between 0.5 and 0.75 seconds.
  - c. Sustained jerk shall not exceed 6 feet/second<sup>3</sup>.
  - d. Measured noise levels in any moving car outside the leveling zone shall not exceed 55 dBA under any condition including ventilation blower or fan on highest speed. Measured noise levels in the car within the leveling zone or when the car is stopped shall not exceed 60 dBA. There shall be no discernible sound in the elevator car from the machine, pump unit, ropes, sheaves, motor generator sets, platforms, cab walls, or car guides unless it is mutually determined by Contractor and City that such sounds are attributable to the design of the equipment (provided

such design exception shall not apply to the extent that Contractor has provided design or redesign Services under this Agreement or a related agreement).

11. Escalator Ride Quality and Noise: All escalators shall be maintained and adjusted to meet the performance requirements per the original manufacturer's specifications for each unit and within the following parameters:
  - a. Step Speed: Unit shall operate at contract speed under any loading condition in either direction of travel.
  - b. Handrail Speed: Handrail speed shall be substantially same as step speed.
  - c. Noise and Vibration Control: Measured noise levels relating to escalator equipment and its operation shall not exceed 60 dBA, measured 3'-0" above escalator at any point of its length.

#### 1.11 REMOVAL OF UNITS FROM SERVICE

- A. Removal of Equipment from service during peak hours shall be coordinated with and approved by City. Removal of elevators for routine maintenance during off-peak hours is expected, but notification to and coordination with City shall be provided.

#### 1.12 CITY'S RIGHT TO INSPECT AND REQUIRE WORK

- A. City reserves the right to make, or cause to be made, inspections and tests whenever it deems advisable or necessary to ascertain that the requirements of this Agreement are being fulfilled. The Contractor agrees to furnish personnel to accompany City and/or its representatives during such inspections at no cost to City. Deficiencies noted shall be submitted in writing to the Contractor. The Contractor shall, promptly (within ten days, unless otherwise agreed), correct deficiencies covered under the terms of this Agreement at its expense.

#### 1.13 EXCLUSIONS. Any item not included within the exclusions set forth below shall be considered **Covered Work** under this contract, and shall be included in Contractor's monthly Preventive Maintenance fee (Column B on the Price Schedule).

- A. Except as otherwise provided herein, Contractor shall NOT be responsible for the following:
  1. Repairs, modifications, adjustments, or replacement required because of negligence, accident, or misuse of the equipment by anyone other than Contractor, its employees, subcontractors, servants or agent, or other causes beyond the Contractor's control except ordinary wear.
  2. Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, car finish floor material, hoistway and car entrance frames, car or hoistway sills, signal fixture faceplate surfaces, communication equipment, cleaning of car interiors, and cleaning of the portions of sills visible when the doors are open.
  3. Mainline and auxiliary disconnect switches, fuses, and feeders to control panels.
  4. Lamps for car, machine room and pit illumination. However, Contractor shall replace machine room and pit lamps if such items are provided by City.
  5. Smoke and heat sensors and related life safety equipment.
  6. Standby power generators and associated contacts and relays, and wiring to the elevator machine rooms (exclusive of wiring connections to elevator controller).
  7. Building paging/communication systems, including consoles, panels and wiring to junction box on elevator controllers. However, Contractor shall maintain paging system and emergency telephone speakers in the cars and wiring from each such speaker to the machine room junction boxes.
  8. Failure or fluctuations of property electric power, air conditioning, or humidity control.
  9. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
  10. Escalators: Cleaning, repair, or replacement of Property items such as wellway or machine room walls, finished exterior truss panels, skirt and deck panels, and balustrades.



11. Escalators: Cleaning of handrails, step treads and risers, combplates and landing plates, unless surfaces are contaminated by lubricants/debris from interior of escalators.
12. Above exclusions shall apply, except to the extent that they arise out of or are caused by the negligence, breach of contract, or breach of statutory duty of the Contractor, his employees, agents, subcontractors, or others for whom Contractor is responsible.

#### 1.14 REMOVAL OF PARTS

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

#### 1.15 MACHINE ROOMS

- A. Contractor shall place and keep in the machine rooms Underwriter's Laboratory rated metal parts cabinets. No open storage of parts or supplies shall be permitted,
- B. Machine rooms and parts cabinets shall be kept clean and neat at all times. Floors shall be painted on a continual basis, and maintained clean and free of dirt, debris, carbon dust, rags, parts, or other items.

#### 1.16 WIRING DIAGRAMS

- A. Wiring diagrams shall be kept neatly folded and stored, except where mounted on boards, and shall be copied and replaced by the Contractor if damaged or unreadable.
- B. For each elevator and escalator, Contractor shall maintain Facility's complete set of straight-line wiring diagrams, showing "As-Built" conditions and any changes or modifications to circuits resulting from control modifications, parts replacement, or equipment upgrades. This includes all manuals supplied by a third party controller manufacturer or as part of a non-proprietary specification requirement for a modernization or new installation. City may reproduce these original or modified as-built drawings, manuals, and shall retain sole possession of this set of drawings or books in the event that the Contract is terminated, or if City's set of drawings or manuals cannot be located at that time.

#### 1.17 SPECIAL CONDITIONS

- A. Should Contractor require remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs shall be at Contractor's expense.
- B. Contractor shall pay for all state and/or local inspection fees with regard to operation of equipment covered by this Agreement. Such charges are included in the monthly Preventive Maintenance Fee.
- C. City may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from City. Contractor agrees:
  1. To treat, and to obligate Contractor's employees, subcontractors and suppliers to treat as confidential all such information whether or not identified by City as confidential.
  2. Not to disclose any such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of City to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining City's written approval, except to the extent necessary in connection with performing Services or when required by law.
- D. Contractor shall not, in the course of performance of this Agreement, or thereafter, use or permit the use of City or Property Manager's name or the name of any affiliate of City or Property Manager, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of City and Property Manager, as applicable.

E. OUT OF SERVICE CREDITS:

Whenever any elevator, escalator, wheelchair lift or related component is inoperable or malfunctioning, substantial and intangible harm may accrue to the City, its citizens and patrons. The City may invoke out of service credits if this substandard condition exists for longer than a two-hour period. Parts must not be swapped from unit to unit to avoid an out of service credit. The two-hour period starts when Contractor is due to arrive onsite based on the Response Time for Service stated above. City may invoke out of service credits as liquidated damages, and not as a penalty, in the event of such breach.

City may, at its discretion, instruct Contractor to perform this service at another specified time, in which case the service credit will not be invoked. The service credit does not apply to Force Majeure conditions, or when units are taken out of service to accomplish preplanned, City approved activities.

The Service Credit is \$50.00 per hour or fraction of an hour, for each unit that malfunctions, until the situation is rectified. The situation is rectified when acceptable operation is verified by the Building Maintenance Manager.

Preventive maintenance work that is not completed and results in an inoperable system is not cause for a waiver of the Service Credit.

The Service Credits apply to elevators, escalators, wheelchair lifts and related components separately; therefore, simultaneous breakdowns of several units may result in the invocation of multiple Service Credits.

The Building Maintenance Manager shall be the final authority on whether or not a service credit is invoked. When a service credit has been invoked, City shall calculate such service credit and Contractor shall include the deduction on the next invoice following City's notice. However, City is not required to invoke the service credit before the next invoicing period. If the amount of the Service Credit exceeds the amount of the invoice, Contractor must continue to apply the service credit to subsequent invoices until the full amount has been applied. If the contract is at the end of its term, Contractor shall pay City any balance due in Service Credits within 30 days of the contract's expiration or termination. City's failure to invoke service credits at any point in time shall not be deemed a waiver. Continual failures by Contractor to expedite work to correct malfunctions is cause for termination of the contract and use of performance bond monies to, among other things, effect required repairs.

1.18 FACILITY CONTACT INFORMATION

All references to Building Maintenance Manager include the Building Maintenance Manager at the Convention Center and the Department Facility Coordinator at the Alamodome.

City Representatives: Convention Facilities - David Kubena, Building Maintenance Manager (210) 207-5611 or Lorenzo Romero, David Gonzales at (210) 207-8548

Alamodome – Darius Dunn (210) 207-3603, Facility Manager; Eric Duncan (210) 207- 3608, Building Maintenance Supervisor

**VENDORS SHALL NOT CONTACT ANY OF THE CITY REPRESENTATIVES LISTED ABOVE. REFER TO SECTION 003, INSTRUCTIONS FOR RESPONDENTS, RESTRICTIONS ON COMMUNICATION.**

**Monthly Preventive Maintenance (for all locations) schedule shall include, but is not limited to:**

- A. Pro-Active Full Preventive Maintenance: Contractor shall regularly and systematically, on a continuous basis, examine, clean, lubricate and adjust the Equipment and, as conditions warrant, in accordance with accepted industry standards and the applicable manufacturer's published specifications and technical field notes, including those published internally within the manufacturer's organization, repair or replace all portions of the equipment as may be required to prevent failure, except those specifically excluded, including but not limited to the work and coverage described hereinafter.
- B. Elevators:
  - 1. Basic Elevator Scope: The maintenance services shall include all work and materials expressly required under this Agreement or reasonably inferred, whether or not expressly stated herein,

including, but not limited to the following:

- a. Hoist machines, including worms, gears, thrust bearings, drive sheaves, drive sheave shafts and shaft bearings, tachometers, brake assemblies and pulleys, and all other components and parts of the machine and brake;
- b. Hoist motors and power conversion devices, including motor windings, field coils, rotating elements (including armatures and commutators), brushes, brush holders, motor bearings, and all other related components and parts;
- c. Controllers, selectors and dispatching equipment, including all micro-processor and/or solid state components, relays, resistors, capacitors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, encoders, tach generators, steel selector tapes (or cables), mechanical and electrical driving equipment, and all other related components and parts;
- d. Governors, including governor sheave shaft assemblies, bearings, contacts, governors jaws, and all other related components or parts;
- e. Rope brake devices, secondary braking devices,
- f. Car and counterweight safeties, including actuating mechanisms, jaws, and all other related components and parts;
- g. Hoistway equipment, including deflector or secondary sheaves and sheave bearings, car and counterweight guide rails (excluding replacement), top and bottom limit switches, counterweights and counterweight guide shoes including rollers or sliding gibs, inductors, cams, tapes and all other related components and parts;
- h. Hoistway entrance equipment, including hoistway door interlocks, hangers, hanger covers and tracks, hoistway door drive assemblies including vanes, drive blocks, clutches, pick-up assemblies and bearings, bottom door guides, auxiliary door closing devices (including cables, sheaves, and arms), door restrictor devices, and all other related components and parts
- i. Car and hoistway door gibs, including their attachments to the door panels.
- j. Car equipment, including car guide assemblies, guide rollers or sliding car guides, car door restrictors, car top exhaust fan or blowers, car top 2:1 sheaves, load weighing or sensing switches, car top inspection stations, car top and bottom lights, car frames, car platforms, and all other related components and parts.
- k. Car door operators, including door drive chains, sheaves or belts, car door hangers, hanger covers and rollers, car door contacts, all door protective devices (including screen type detectors, proximity edges, mechanical safe edges and light rays), and all other related components and parts;
- l. Pit equipment, including car and counterweight buffers, tape sheave assemblies, governor rope pit tension sheave assemblies, compensating rope sheave assemblies or other pit mounted compensation guides, pit lights, and light fixtures including re-lamping (bulbs furnished by City), and all other related components and parts
- m. Alarm bells, emergency stop switches, emergency car lights, and batteries.
- n. Car operating panels and their attachments to return panels, hall call pushbutton stations, car, and corridor signals and fixtures (including lighted surrounds or buttons), visual and audible signaling devices, remote status panels and switches, and all other related components and parts;
- o. Hoist, compensating, and governor ropes and their fastening means, and all other similar or related components and parts
- p. Seismic Devices, including seismic switches and contacts, derailment devices, and all other related components and parts.

- q. Hydraulic: Elevator pump, motor, motor windings, roped hydraulic cables, governors, plunger single or multi-stage, all plunger packings, V-belts, strainers, valves, mufflers, Victaulic fittings, seals, pit oil return units, emergency return unit and battery.

2. Additional Elevator Scope of Work:

- a. Treat all motor windings, as needed, with proper insulating compound that has been approved by the motor manufacturers. Replace any cracked or badly worn field coil windings.
- b. Keep all car tops, pits, and hoistways clean and free from dirt, oil, lint, debris, and stored items, and maintain each machine room in clean, neat condition. Remove contaminated (hydraulic oil) and non-contaminated solids and water from elevator pits during the maintenance of elevators.
- c. Renew all wire ropes or hoisting belts as often as is necessary to maintain an adequate factor of safety. Maintain equal tension on all hoisting ropes or belts, and, where appropriate, shorten any hoisting device as necessary to provide continued safe operation and maintain normal traction.
- d. Keep all wire ropes, hoisting belts, and guide rails clean and free from dirt, lint, rust, or accumulated grease, and keep rail shanks properly painted.
- e. Repair or replace conductor cables and hoistway and machine room elevator wiring to prevent shutdowns and provide uninterrupted operation of elevator signals and uninterrupted elevator operation.
- f. Disassemble machine brakes annually (unless otherwise agreed), check for and replace worn parts, clean all retained parts, reassemble, lubricate, and adjust for proper operation.
- g. Affix by stencil painting, and maintain the appropriate elevator numbers on the car crossheads and on all equipment components in the machine rooms and pits, including hoist machines, motor generators, governors, control cabinets, buffers, and compensation sheave assemblies. These numbers shall be a minimum of 1½" high except on the governor or compensation sheave assembly, which may be less if a suitable flat surface of 1½" is not available.
- h. Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.
- i. Replace burned out light tubes or bulbs, furnished by City, in all machine room and pit light fixtures. Replacement of car light bulbs or tubes shall be City's responsibility.
- j. Maintain the emergency telephone buttons, button contacts, speakers, and wiring to the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.

3. Additional Services:

- a. Cleaning:
  - 1) Contractor shall clean elevator equipment, machine rooms, and pit floors at regular intervals sufficient in frequency to maintain a professional appearance, prevent tracking of dirt, oil, grease, or carbon dust from car tops, pits or machine rooms onto carpeted areas, and to preserve the life of the equipment.
  - 2) Contractor shall not be responsible for cleaning any equipment made necessary by events beyond its reasonable control or as a result of improper janitorial or building maintenance functions. Unusual conditions, such as on-going construction or "build-out" in the building may be reviewed with City to determine responsibility for cleaning.

- b. Painting:
- 1) Paint all elevator machine room, hoistway, and pit equipment and all car tops at intervals frequent enough to maintain a professional appearance, prevent rusting, and preserve the equipment. Car tops, and floors in machine rooms, machinery spaces, and pits shall be maintained and painted with a low VOC paint including the color additive "Deck Gray" or other suitable color if approved by City.
  - 2) All paint shall be suitable for the purpose intended and shall be high quality. Application of the paint shall, in all circumstance, comply with current ASME, OSHA, and applicable local codes. Contractor shall schedule all painting procedures with City.
- c. Lubrication:
- 1) Lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.
  - 2) Lubricants, cleaning fluids and all combustible liquid shall be stored in metal cabinets in the machine room and shall be disposed of in accordance with OSHA and EPA guidelines. MSDS data sheets shall be posted as required.
- d. Adjustment: Adjust the equipment as necessary:
- 1) To its originally designed performance.
  - 2) When required to maintain performance standards specified in this Agreement.
  - 3) When necessary to preserve the useful life of a part or assembly.
  - 4) When necessary to prevent or eliminate Tenant Sensitive items from becoming adversely noticeable to building's tenants.
  - 5) Additionally, Contractor shall check and adjust the elevator dispatching systems and make necessary tests at such intervals as are required to ensure all systems are operating properly. If required to complete such system checks, this work shall be completed during overtime at no additional cost to City.
- e. Repairs and Replacements: Make repairs and/or replace all worn, damaged, or broken parts or components. Parts or components requiring repair shall be rebuilt to "as new" condition. Parts or components shall be replaced:
- 1) When worn beyond normal adjustment limits.
  - 2) When necessary to ensure continued normal operation.
  - 3) When necessary to extend the useful life of the elevators or any of their components.
  - 4) When necessary to continue safe, dependable operation in accordance with ASME A17.1 and A17.2 Code.
  - 5) When necessary to continue performance of the equipment in accordance with its original design.
  - 6) When necessary to maintain the performance standards specified in this Agreement, including the elevator performance, smoothness, and quietness of operation.
  - 7) When more than one elevator requires repair, City, upon consultation with Contractor, shall establish priorities of accomplishment.

- f. **Manufacturers' Parts and Lubricants:** In performing the Services, Contractor agrees to provide parts used by manufacturers of the equipment for replacement or repair, and to use lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by City. All parts used shall be equal to or better than original.
- g. **Adequate Parts and Parts Storage:**
  - 1) Contractor shall maintain an adequate inventory of spare parts and components to permit timely replacement and repairs without delay, meaning an inventory of commonly used spare parts and other components for elevators available within 4 hours. All parts, materials, lubricants, rags, cleaning fluids, combustible liquids, and other materials and supplies shall be kept and stored in U.L. rated metal cabinets, provided by Contractor, properly secured, in each machine room, unless code required clearances would be violated by the presence of such cabinets. All materials and supplies kept in these cabinets shall be neatly arranged, and cabinet doors shall be left in the fully closed position after each visit.
  - 2) Cabinets shall be sufficient in number and size to store all parts, materials, and supplies out of sight. No parts, materials, or supplies shall be stored on top of cabinets, on the floors, or any other place where they are visible.
- h. **Prompt Corrective Action:** When, as a result of an examination, a need for corrective action is apparent and the corrective action is within the scope of Contractor's responsibility, Contractor shall proceed immediately to make such replacements, repairs, and/or corrections. If Contractor reasonably believes the corrective action is not within the scope of Contractor's responsibility, and no safety or potential safety problem exists, Contractor shall deliver a written report to City within seven days of the examination. If a safety or potential safety problem exists, Contractor shall notify the City immediately.

C. Escalators:

- 1. **Basic Escalator Scope:** The maintenance services shall include all work and materials expressly required under this Agreement or reasonably inferred, whether or not expressly stated herein, including, but not limited to coverage for the following:
  - a. Drive Machines, including worms, gears and bearings, drive chains, sprockets, bushings, shafts, belts, governors, and all other related components and parts.
  - b. Brakes, including brake coils, arms, bearings, sheaves, linings, contacts, and all other related brake components and parts.
  - c. Motors, motor windings, rotating elements, bearings, shafts, and all other related components and parts.
  - d. Step chains, tracks, step chain sprockets, step chain tension devices, and all other related components and parts.
  - e. Controllers, including all relays, contacts, coils, resistors, operating and motor circuits, magnets and magnet coils, transformers, rectifiers, solid state devices, and all other related components and parts.
  - f. Handrails, handrail drives (including drive chains and sheaves), handrail brush guards, handrail guides or guide rollers, alignment devices, and all other related components and parts.
  - g. Steps, step treads, step wheels and rollers, step axles and axle bushings, step risers, and all other related components and parts.
  - h. Comb plates, floor plates, and all other related components and parts.
  - i. Stop buttons, slack step chain switches, skirt safety switches, step up-thrust switches, handrail

entry switches, comb-step impact devices, stopped handrail devices, missing or displaced step switches, and all other related components and parts.

- j. Truss heaters, comb plate heaters, or other heaters provided by original installer.
  - k. Remote maintenance monitoring devices.
  - l. Main line disconnects located within truss, if provided by original equipment installer.
2. Additional Escalator Scope of Work:
- a. Contractor shall maintain handrail drives so that handrails operate at substantially the same speed as the steps.
  - b. Contractor shall maintain step treads, comb plates and step risers so that the step riser cleats mesh with the slots on the adjacent step treads, and the comb plate teeth mesh with and are set into the slots in the step treads.
  - c. Contractor shall maintain the balustrade section fastenings and attachments and the trim moldings so that adjoining surfaces conform to ASME A17.1-2010.
  - d. Escalator Clean-Down: Once every year, Contractor shall provide a complete clean-down of each escalator. All steps shall be removed, cleaned thoroughly, and examined for cracks or other defects. All exposed parts and components of each escalator shall be examined for excessive wear. Worn parts, including step rollers, shall be replaced, and each escalator shall be completely lubricated. After reassembly, safety devices shall be tested and the escalator adjusted for proper operation. All escalator clean-down work shall be performed during hours agreed upon with City.
  - e. Contractor shall perform testing and maintain all step to skirt clearances within the limits required by the local Authority Having Jurisdiction under code A17.1 – 2010 or later.
  - f. Contractor shall maintain all operating and safety devices provided at the time of installation and listed in ASME A17.1-2010 or later, so that they operate and function as required by the code.
  - g. Adequate Parts and Parts Storage:
    - 1) Contractor shall maintain an adequate inventory of spare parts and components to permit timely replacement and repairs without delay, meaning an inventory of commonly used spare parts and other components for elevators available within 4 hours. All parts, materials, lubricants, rags, cleaning fluids, combustible liquids, and other materials and supplies shall be kept and stored in U.L. rated metal cabinets, provided by Contractor, properly secured, in each machine room, unless code required clearances would be violated by the presence of such cabinets. All materials and supplies kept in these cabinets shall be neatly arranged, and cabinet doors shall be left in the fully closed position after each visit.
3. Cabinets shall be sufficient in number and size to store all parts, materials, and supplies out of sight. No parts, materials, or supplies shall be stored on top of cabinets, on the floors, or any other place where they are visible.

### **CODE-MANDATED TESTS**

- A. Contractor shall schedule, coordinate, and complete statutory Category 1 and 5 tests and other equipment tests, including, but not limited to:
  - 1. Annual no load slow speed test of car safeties, governors, and buffers.
  - 2. Five-year, full load, full speed test of car safeties, governors, and buffers.
  - 3. Monthly firefighters' service operational tests.
  - 4. Annual pressure relief tests on hydraulic elevators.
  - 5. Annual standby power operation tests on elevators.

6. Annual escalator step/skirt index test.
  7. Monthly operational tests: battery pack car emergency lighting, monthly car emergency communication device, and battery pack car lowering devices or car rescue devices.
- B. Contractor shall make "Periodic Inspections and Tests" in accordance with the Authority Having Jurisdiction, either city or state, requirements, and with the current ASME A17.1 code.
  - C. Category 1 and Category 3 tests shall be performed during Normal Business Hours. Category 5 tests shall also be scheduled during Normal Business Hours. Should City require tests during Overtime Hours, City shall pay Contractor the difference between the Normal Business Hours rate and the Overtime Rate .
  - D. Contractor shall affix metal tags for all Category 1 and 5 tests in accordance with ASME A17.1- 2004 or later adopted by the AHJ.
  - E. Contractor's failure to execute statutory tests mandated by either national Codes or local jurisdictions or regulations within thirty calendar days of required time constraint shall make the Contractor responsible for any fines assessed by the AHJ. In the event the AHJ places the elevator out of service or levies a fine because of missed statutory tests, no additional costs shall be paid by City. Equipment must be placed back into service within the time required for repairs, or Out of Service Credits shall apply. To prevent missed required testing, the contractor shall attempt to schedule said tests in a timely manner with the building management.
  - F. Before performing tests of the elevators, Contractor shall take all reasonable steps to verify that the equipment is in a safe condition for testing, shall check appropriate clearances, and shall adhere to best practices in making the tests, including all safety procedures in general use by the Contractor or published by the Contractor or manufacturer of the equipment.



## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or OCTOBER 1, 2017, whichever is later. This contract shall terminate on SEPTEMBER 30, 2022.

### Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 1 additional 5 year period. Renewals shall be in writing and approved by the San Antonio City Council, as evidenced by passage of an ordinance therefore.

### Temporary Short Term Extensions.

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

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

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

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

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

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

### Catalog Discount Pricing.

It is agreed that any published price list(s) may be superseded or replaced during the contract period only if such list is published by the manufacturer for industry wide use. If Vendor's catalog is a compilation of products from various manufacturer's, then the product pricing for a particular manufacturer's products may be superseded or replaced if that manufacturer's price increase is published for industry wide use. Vendor must be able to substantiate the price increase to City's satisfaction.

A revised price list must be submitted to City in the same format as the originally submitted price list, unless a different format is approved by City. It is agreed that any price list provided other than the manufacturer's price list may not be superseded or replaced during the contract period. (NOTE: Discounts accepted as part of this bid are not subject to revision.)

A written notice stipulating in detail the changes of a price list must be furnished and approved by the City before revisions go into effect.

All price lists submitted with the bid, or approved revisions, are hereby incorporated into this contract by reference.

Vendor's percentage discount off catalog price stated on the Price Schedule shall be deemed a minimum discount. Vendor may provide a greater discount at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

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

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

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

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

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

Insurance.

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For 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
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D) Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Vendor herein, and provide a certificate of insurance and endorsement that names the Vendor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Vendor. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

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

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

F) Vendor 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, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor'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 Vendor'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 Vendor to stop work hereunder, and/or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

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

J) It is agreed that Vendor'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) Vendor and any Subcontractors are responsible for all damage to their own equipment and/or property.

#### Proposal Bonds.

Respondent must submit a proposal bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$10,000.00. The Proposal Bond shall be valid for 120 days following the deadline for submission of bids. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Proposal Bond will be disqualified.

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

#### Payment Bond.

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of \$200,000.00. This bond shall remain in effect for the contract's duration. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract. Any repairs exceeding the bond's value must be approved separately, and Contractor must supply a supplemental payment bond, meeting the same requirements herein, to cover the incremental increase between this bond's value and the cost of the repair. Contractor is required to maintain the bond's value at \$200,000 for the life of the contract, by supplementing the bond or providing a new one, as may be required, in the event of a draw.

#### Performance Bond.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of \$200,000.00. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract. Any repairs exceeding the bond's value must be approved separately, and Contractor must supply a supplemental performance bond, meeting the same requirements herein, to cover the incremental increase between this bond's value and the cost of the repair. Contractor is required to maintain the bond's value at \$200,000 for the life of the contract, by supplementing the bond or providing a new one, as may be required, in the event of a draw.

#### 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 F – Veteran-Owned Small Business Preference Program Tracking Form  
Attachment J – Equipment ID, Schedule, and Performance Requirements

### Prevailing Wage Rate and Labor Standard Provisions.

The Provisions of Chapter 2258 of the Texas Government Code, and the "Wage and Labor Standard Provisions" amended in City Ordinance 2008-11-20-1045, expressly are made a part of this Contract. In accordance therewith, a schedule of the general prevailing rate of per diem wages in this locality for each craft or type of worker needed to perform this Contract shall be obtained from the City's Labor Compliance Office and included in the project bid package prior to the bidding of the Project and such schedule shall become a part hereof. Contractor shall forfeit, as a penalty to Owner, sixty dollars (\$60.00) for each laborer, workman or mechanic employed for each calendar day, or portion thereof, in which such laborer, workman or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any Federal or State Law, regarding the wages to be paid to or hours worked by laborers, workmen or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.

### Workers' Compensation.

#### Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

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

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

### Invoicing and Payment.

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

### Information Required On Invoice.

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

based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

#### Payment by City.

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

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

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

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

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

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

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

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

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

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

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

#### Termination.

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



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

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

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

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

## **INDEMNIFICATION.**

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

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

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

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

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

## **Records Retention.**

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period

established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

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

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

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

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

**007 - SIGNATURE PAGE**

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

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

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

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

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

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

**Respondent Information**

Please Print or Type

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

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

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

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

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

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

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

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

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

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

## 008 - STANDARD DEFINITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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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.

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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.

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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.

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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.

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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.

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- 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.

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## REFERENCES

Contractor shall provide three (3) customer references of similar size and scope of projects within an estimated dollar value of \$500,000 or greater within the last 5 years. Customer references must indicate work performed as a factory authorized dealer. 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 products and service provided.

**Reference No. 1:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Date and Type of Products and/or Service Provided: \_\_\_\_\_

\_\_\_\_\_

Annual Dollar Value for Products and/or Service Provided: \_\_\_\_\_

**Reference No. 2:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Date and Type of Products and/or Service Provided: \_\_\_\_\_

\_\_\_\_\_

Annual Dollar Value for Products and/or Service Provided: \_\_\_\_\_

**Reference No. 3:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Date and Type of Products and/or Service Provided: \_\_\_\_\_

\_\_\_\_\_

Annual Dollar Value for Products and/or Service Provided: \_\_\_\_\_

## RFCSP ATTACHMENT A, PART TWO

### EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Provide Respondent's documentation for Texas Department of Licensing and Regulation (TDLR) registration.
2. Has Respondent's firm been in existence for 10 years? Fully describe Respondent's company and experience as it relates to the following:  
History of company (to include number of years/months in business);  
History of company operations and types of services performed over the past ten years;  
History of elevator and escalator preventive maintenance and repair contracts, businesses/organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
3. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
4. Describe length of time Respondent has performed project(s) of similar size and scope, including services in high use public buildings.
5. 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.
6. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
7. 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.
8. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
9. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
10. Describe what makes working in a convention and sporting environment unique. Describe experience working in a convention and sporting environment and include how Respondent has dealt with it.
11. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items. Due to the size of the facilities, volume of equipment to be maintained, the need to move large crowds of people during events and the fact that events occur simultaneously at the facilities, Contractors are encouraged to submit plans that address the Alamodome and Convention Facilities separately.

**Elevator and Escalator Preventive Maintenance and Repair Services Plan** – Prepare and submit narrative responses to address the following items.

**1. Ramp Up Plan** – Describe how Respondent will ramp up to meet the Convention and Sports Facilities' elevator and escalator preventive maintenance and repair service requirements and implement contract by October 1, 2017. Provide information such as staffing, availability of parts, preventive maintenance and repair services, and customer service. Provide an implementation timeline beginning upon notice of award for Respondent to be able to mobilize by anticipated contract state date of October 1, 2017.

**2. Staffing Plan** – Describe Respondent's Staffing Plan for providing Elevator, Escalator, and Wheelchair Lift Services. Provide a weekly staffing schedule which indicates the total number of hours to be worked by each job classifications employed on this Project for each facility.

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

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

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

Respondent's Contact Information: Regular Business-Hours and After-Hours, including weekends, and holidays:

**Regular Hours:** Telephone Number: (     ) \_\_\_\_\_

**Regular Hours:** Cell Phone Number: (     ) \_\_\_\_\_

**Regular Hours:** Pager Phone Number: (     ) \_\_\_\_\_

**Regular Hours:** General Manager Phone Number: (     ) \_\_\_\_\_

**After Hours:** Telephone Number: (     ) \_\_\_\_\_

**After Hours:** Cell Phone Number: (     ) \_\_\_\_\_

**After Hours:** Pager Phone Number: (     ) \_\_\_\_\_

After Hours: General Manager Phone Number: (        ) \_\_\_\_\_

**3. Scope of Project** – Describe Respondent's plan to manage elevator and escalator preventive maintenance and repair services for the Convention and Sports Facilities Department. Describe Respondent's current capacity to serve the contractual duties of this contract as well as additional capacity that may be required as a result of this annual contract. If additional resources are needed, describe in detail your plan for acquiring these resources.

**4. Operating and Maintenance Plan** – Describe Respondent's proposed plan to conduct operations, including service categories, specific tasks, staff assigned, and schedule of events.

Describe Respondent's Electronic Diagnostic Tools used to diagnose the issue/problem prior to arriving on-site.

Describe Respondent's plan to ensure maintenance of the elevators and escalators throughout term of the contract. Identify tasks and schedule. Provide written procedures of all maintenance tasks to be performed.

Respondent shall include a copy of the proposed preventive maintenance schedule for the Alamodome and Convention Center separately.

Indicate how Respondent distinguishes minor repairs from major repairs.

**5. Tools and Parts** – Describe Respondent's ability to obtain and maintain any necessary proprietary tools and parts (to include spare parts) necessary to perform the maintenance requirements of the scope of services. Provide an inventory of short-term and long-term delivery items. Describe Respondent's ability to obtain and maintain any necessary proprietary tools and parts (to include spare parts) that become obsolete during term of contract.

**6. Warranty** – Describe Respondent and manufacturer warranty programs for parts and services required for Respondent to perform the scope of services for this contract.

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

Provide Respondent's proposed plan to meet with City Staff to review performance issues.

**8. Environmental Standards/Practices** – Describe how Respondent will utilize environmentally friendly (green) products and practices. Provide a listing of environmentally friendly (green) parts and service products/options that will be suggested to City Staff for elevator and escalator preventive maintenance and repair services.

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

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

**AWARDED CONTRACTOR(S) ACCOUNT REPRESENTATIVE:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Office Location: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

**SERVICE REQUEST INFORMATION:**

Service requests shall be placed via: (check all that apply) \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**10. Recordkeeping** – Describe Respondent's Electronic Recordkeeping System and what tools are required to access the data. Describe the software system and reporting capabilities and how the City will have access to this information. Respondent shall include sample reports or screenshots for review.

**11. Training Plan** – Describe Respondent's training and instruction programs that Respondent will provide to its employees assigned to perform this contract to keep employees' skills current. Describe how continuing education/training will be provided especially as relevant to the various makers and models of equipment in the facilities inventory. What does training program consist of? List names of classes and frequency of training.

**12. Safety Plan** – Describe how Respondent will implement a Safety Plan for the contract, including plan to address employee injuries and accidents.

**13. Maintenance Control Plan** – Contractor shall submit a written detailed Maintenance Control Program (MCP), specifically designed for City's equipment and defining its planned preventive maintenance procedures to facilitate this Agreement's intent and Services for all equipment included under this Agreement. Describe Respondent Maintenance Control Plan for equipment utilized for providing elevator and escalator preventive maintenance and repair services. Indicate 1) average age, 2) frequency of maintenance, and 3) frequency of replacement for the following equipment to provide elevator and escalator preventive maintenance and repair services:

(a) Material handling equipment such as moving dollies and hand trucks.

(b) Moving supplies such as furniture sliders and utility blankets.

**14. Asset Life Cycle Management Program** – Describe Respondent's ability to provide an asset life cycle management program that conducts a full analysis of the current equipment installation and prepares a modernization plan to raise the equipment to modern safety, accessibility, performance, and aesthetics standards. The plan will evaluate investment schedules and constraints to assist the Facilities with managing investment from individual elevator parts through full modernization packages for the lifetime of the building. Sample reports shall be submitted for evaluation. Contractor shall provide the first 3-year plan within 6 months of contract award and annually thereafter.

**15. Communication** – Describe Respondent's communication plan with City Staff. Describe devices to be utilized for quick communication access. Indicate what communications solutions Respondent will utilize to ensure Respondent's staff is meeting contract specifications and installation requirements.

**16. Emergency Response Plan** – Describe Respondent's emergency response plan. Indicate how Respondent will meet the required minimum response time. Include information on how Respondent meets (or will meet) the requirement to (establish) maintain an office that allows the required response.

**17. Security** – Describe Respondent's plan and security measures to be taken to ensure all locations are secured during and at the conclusion of each work period. Describe plan for notifying City Staff of any installation issues or irregularities or damages. Describe how Respondent shall establish and implement methods of ensuring that all keys and security codes for building access issued to Contractor by the City are not lost, misplaced, or used by unauthorized persons.

**18. Obsolete Parts Plan** - Contractor's proposal must include a list of all components and parts in City's Equipment that Contractor considers obsolete and provide a proposal for the full cost, including parts and labor, to replace, repair or upgrade these items.

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

**RFCSP ATTACHMENT B**

**PRICE SCHEDULE - Revision 2 Dated 3/29/17**

Prices in column B of Items 1 – 5 are for the standard Preventive Maintenance Services outlined in Section 004 - Specifications / Scope of Services, including Contractor's MCP. Prices in column C represent an additional monthly charge for the inclusion of all labor and parts for Corrective Repairs. City may choose to include column C pricing, at its option, on any item or group of items of Equipment.

**\*CONTRACTOR MUST PROVIDE A MONTHLY PREVENTIVE MAINTENANCE PRICE AND MONTHLY A PREMIUM PRICING TO BE CONSIDERED RESPONSIVE.\***

**EXAMPLE:**

Based on the example below, should the City select Preventive Maintenance Services only for Item 1A, the price would be \$100.00 (Column B) per month. Should the City select the Premium Services for Item 1A, the price would be \$150.00 (Column D) per month.

Description (KONE Elevators)	Annual Quantity  (A)	UOM	Preventive Maintenance Price Per UOM  (B)	Premium Price Price Per UOM  (C)	Total Price per Month If City chooses both PM and Premium Services <b>(B + C = D)</b> (D)	Location  (E)
1A. Elevator P1 (1992, 5-Stop Traction) Decal # 021824, Serial # CT72402	12	MONTH	\$100.00	\$50.00	\$150.00	South Loading Dock

**ITEM 1: ALAMODOME**

ITEM 1		MAINTENANCE SERVICES – ALAMODOME				
Description (KONE Elevators)	Annual Quantity  (A)	UOM	Preventive Maintenance Price Per UOM  (B)	Premium Price  (C)	Total Price per Month If City chooses both PM and Premium Services <b>(B + C = D)</b> (D)	Location  (E)
1A. Elevator P1 (1992, 5-Stop Traction) Decal # 021824, Serial # CT72402	12	MONTH	\$	\$	\$	South Loading Dock
1B. Elevator P2 (1992, 5-Stop Traction) Decal # 021821, Serial # CT72400	12	MONTH	\$	\$	\$	West 50
1C. Elevator P3 (1992, 5-Stop Traction) Decal # 021820, Serial # CT72401	12	MONTH	\$	\$	\$	West 50
1D. Elevator P4 (1992, 5-Stop Traction) Decal # 021827, Serial # CT72396	12	MONTH	\$	\$	\$	North



1E. Elevator P5 (1992, 5-Stop Traction) Decal # 021828, Serial # CT72397	12	MONTH	\$	\$	\$	North
1F. Elevator P6 (1992, 5-Stop Traction) Decal # 021825, Serial # CT72398	12	MONTH	\$	\$	\$	East 50
1G. Elevator P7 (1992, 5-Stop Traction) Decal # 021826, Serial # CT72399	12	MONTH	\$	\$	\$	East 50
1H. Elevator P8 (1993, 2-Stop Traction) Decal # 007947, Serial # 7562	12	MONTH	\$	\$	\$	Dumb Waiter (HOF to Top of Dome)
1I. Freight Elevator F1 (1992, 5-Stop Traction) Decal # 021822, Serial # CT72403	12	MONTH	\$	\$	\$	South Freight
1J. Freight Elevator F2 (1992, 5-Stop Traction) Decal # 021823, Serial # CT72404	12	MONTH	\$	\$	\$	South Freight
<b>Subtotal Elevators</b>				\$	\$	
<b>Description</b> (1992 Montgomery Escalators)	<b>Annual Quantity</b> <b>(A)</b>	<b>UOM</b>	<b>Preventive Maintenance Price Per UOM</b> <b>(B)</b>	<b>Premium Price</b> <b>(C)</b>	<b>Total Price per Month If City choses both PM and Premium Services (B + C = D) (D)</b>	<b>Location</b> <b>(E)</b>
1K. Escalator 1 Decal # 021829, Serial # CT72394	12	MONTH	\$	\$	\$	North – field to Plaza level
1L. Escalator 2 Decal # 021830, Serial # CT72395	12	MONTH	\$	\$	\$	North – field to Plaza level
<b>Subtotal Escalators</b>				\$	\$	
<b>TOTAL Maintenance Services – Alamodome</b>				\$	\$	

**ITEM 2: HENRY B. GONZALEZ CONVENTION CENTER**

ITEM 2	MAINTENANCE SERVICES – HENRY B. GONZALEZ CONVENTION CENTER					
Description (Dover Hydraulic Elevators)	Annual Quantity  (A)	UOM	Preventive Maintenance Price Per UOM  (B)	Premium Price  (C)	Total Price per Month If City chooses both PM and Premium Services (B + C = D) (D)	Location  (E)
2A. PASSENGER # 4, 1996 Decal # 46994 Serial # EH-5352, 2-Stop	12	MONTH	\$	\$	\$	West Lobby
2B. PASSENGER # 6, 1999 Decal # 46993, Serial # EH5353, 3-Stop	12	MONTH	\$	\$	\$	Service Hallway LDR
2C. PASSENGER # 8, 1999 Decal # 44658, Serial # EH5354, 3-Stop	12	MONTH	\$	\$	\$	West Registration
2D. PASSENGER # 10, 1999 Decal # 44713, Serial # EH5355, 2-Stop	12	MONTH	\$	\$	\$	West Concourse by Room 208
2E. PASSENGER # 11B, 2015, Decal # 86928, Serial # 20371424, 5-Stop, Traction	12	MONTH	\$	\$	\$	Hall 4 Loading Dock
2F. PASSENGER # 12, 1999 Decal # 40300, Serial # EH5356, 3-Stop	12	MONTH	\$	\$	\$	Hall 4
2G. PASSENGER # 13, 1999 Decal # 40299, Serial # EH5357, 2-Stop	12	MONTH	\$	\$	\$	Hall 3
2H. PASSENGER # 14, 1999 Decal # 44604, Serial # EH5358, 3-Stop	12	MONTH	\$	\$	\$	Park View Hemisphere Ballroom
2I. PASSENGER # 17B, 2012 Decal # 82315 Serial # EBA579, 3-Stop	12	MONTH	\$	\$	\$	Kitchen Hemisphere Ballroom North
2J. PASSENGER # 23, 2015, Decal # TXE 091208, Serial # 20371420, 3-Stop, Traction	12	MONTH	\$	\$	\$	Administration 1.5
2K. PASSENGER # 24, 2015, Decal # TXE 091215, Serial # 20371422, 5-Stop, Traction	12	MONTH	\$	\$	\$	Main Lobby Hall 1
2L. PASSENGER # 25, 2015, Decal # TXE 091216, Serial # 20371423, 5-Stop, Traction	12	MONTH	\$	\$	\$	Main Lobby Hall 1
2M. PASSENGER # 26, 2015, Decal # TXE 091202, Serial # 20372440, 3-Stop, Traction	12	MONTH	\$	\$	\$	Main Lobby Hall 2 Doors

<b>2N.</b> PASSENGER # 27, 2015, Decal # TXE 091203, Serial # 20372441, 3-Stop, Traction	12	MONTH	\$	\$	\$	Main Lobby Hall 2 Doors
<b>2O.</b> PASSENGER # 28, 2015, Decal # TXE 091232, Serial # 20371421, 4-Stop, Traction	12	MONTH	\$	\$	\$	South Exterior Entrance
<b>2P.</b> FREIGHT # 5, 1996 Decal # TBD, Serial # EH-5360, 3-Stop	12	MONTH	\$	\$	\$	West Lobby
<b>2Q.</b> FREIGHT # 9, 1999 Decal # 44628, Serial # EH 5361, 3-Stop	12	MONTH	\$	\$	\$	West Registration North Svc Hallway
<b>2R.</b> FREIGHT # 11, 1999 Decal # 40279, Serial # EH 5362, 3-Stop	12	MONTH	\$	\$	\$	Hall 4 Loading Dock
<b>2S.</b> FREIGHT # 16, 1999 Decal # 44601, Serial # EH 5364, 3-Stop	12	MONTH	\$	\$		Hall 4 Loading Dock
<b>2T.</b> FREIGHT # 17, 1999 Decal # 40247 Serial # EH 5363, 3-Stop	12	MONTH	\$	\$	\$	Kitchen Hemisfair Ballroom North
<b>Subtotal Elevators</b>				\$	\$	
<b>Description</b> (KONE Escalators)	<b>Annual Quantity</b> <b>(A)</b>	<b>UOM</b>	<b>Preventive Maintenance Price Per UOM</b> <b>(B)</b>	<b>Premium Price</b> <b>(C)</b>	<b>Total Price per Month If City chooses both PM and Premium Services</b> <b>(B + C = D)</b> <b>(D)</b>	<b>Location</b>  <b>(E)</b>
<b>2U.</b> Escalator 1 - Down – Decal # 44760, Serial # 91270	12	MONTH	\$	\$	\$	West Registration
<b>2V.</b> Escalator 1 - Up – Decal # 44759, Serial # 91271	12	MONTH	\$	\$	\$	West Registration
<b>2W.</b> Escalator 2 - Up – Decal # 44761, Serial # 91272	12	MONTH	\$	\$	\$	South West Lobby Entrance
<b>2X.</b> Escalator 2 - Down – Decal # 44762, Serial # 91273	12	MONTH	\$	\$	\$	South West Lobby Entrance
<b>2Y.</b> Escalator 3A - Up – Decal # 44758, Serial # 91273	12	MONTH	\$	\$	\$	West Registration to 205-207
<b>2Z.</b> Escalator 3A - Down – Decal # 44754, Serial # 91277	12	MONTH	\$	\$	\$	West Registration to 205-207
<b>2AA.</b> Escalator 3B - Up – Decal # 44757, Serial # 91278	12	MONTH	\$	\$	\$	West Registration to 006-008

<b>2BB.</b> Escalator 3B - Down – Decal # 44755, Serial # 91275	12	MONTH	\$	\$	\$	West Registration to 006-008
<b>2CC.</b> Escalator 4 - Up – Decal # 44752, Serial # 91279	12	MONTH	\$	\$	\$	West Registration to 205-207
<b>2DD.</b> Escalator 4 - Down – Decal # 31440, Serial # 91274	12	MONTH	\$	\$	\$	West by 008 to 1069 Rooms
<b>2EE.</b> Escalator 5 - Up – Decal # 44715, Serial # 91280	12	MONTH	\$	\$	\$	West by 1069 to 208 Rooms
<b>2FF.</b> Escalator 5 - Down – Decal # 44714, Serial # 91281	12	MONTH	\$	\$	\$	West by 1069 to 208 Rooms
<b>2GG.</b> Escalator 6 - Up – Decal # 44707, Serial # 91282	12	MONTH	\$	\$	\$	Hemisfair Ballroom
<b>2HH.</b> Escalator 6 - Down – Decal # 44706, Serial # 91283	12	MONTH	\$	\$	\$	Hemisfair Ballroom
<b>2II.</b> Escalator 7 - Up – Decal # 44709, Serial # 91284	12	MONTH	\$	\$	\$	Hall 4
<b>2JJ.</b> Escalator 7 - Down – Decal # 44708, Serial # 91285	12	MONTH	\$	\$	\$	Hall 4
<b>2KK.</b> Escalator 8 - Right – Decal # 44710, Serial # 91287	12	MONTH	\$	\$	\$	Hall 3
<b>2LL.</b> Escalator 8 - Left – Decal # 44711, Serial # 91286	12	MONTH	\$	\$	\$	Hall 3
<b>2MM.</b> Escalator 8 - Center – Decal # 44712, Serial # 91288	12	MONTH	\$	\$	\$	Hall 3
<b>2NN.</b> Escalator - 9A - Down – Decal # 091213, Serial # 20371203	12	MONTH	\$	\$	\$	Main Lobby
<b>2OO.</b> Escalator - 9B - Up – Decal # 091214, Serial # 20371204	12	MONTH	\$	\$	\$	Main Lobby
<b>2PP.</b> Escalator - 10A - Down – Decal # 091211, Serial # 20371205	12	MONTH	\$	\$	\$	Main Lobby
<b>2QQ.</b> Escalator - 10B - Up – Decal # 091212, Serial # 20371206	12	MONTH	\$	\$	\$	Main Lobby
<b>Description</b> (KONE Escalators - CONTINUED)	<b>Annual Quantity</b> <b>(A)</b>	<b>UOM</b>	<b>Preventive Maintenance Price Per UOM</b> <b>(B)</b>	<b>Premium Price</b> <b>(C)</b>	<b>Total Price per Month If City chooses both PM and Premium Services</b> <b>(B + C = D)</b> <b>(D)</b>	<b>Location</b> <b>(E)</b>
<b>2RR.</b> Escalator - 11A - Down – Decal # 89002, Serial # 20371208	12	MONTH	\$	\$	\$	In Front of Hall 2
<b>2SS.</b> Escalator - 11B - Up – Decal # 89003, Serial # 20371207	12	MONTH	\$	\$	\$	In Front of Hall 2

<b>2TT.</b> Escalator - 12A - Down – Decal # 091222, Serial # 20371209	12	MONTH	\$	\$	\$	Concourse Level to 3 <sup>rd</sup> Floor
<b>2UU.</b> Escalator - 12B - Up – Decal # 091223, Serial # 20371210	12	MONTH	\$	\$	\$	Concourse Level to 3 <sup>rd</sup> Floor
<b>2VV.</b> Escalator - 13A - Down – Decal # 091218, Serial # 20371211	12	MONTH	\$	\$	\$	Concourse Level to 2 <sup>rd</sup> Floor Room 303A
<b>2WW.</b> Escalator - 13B - Up – Decal # 091219, Serial # 20371212	12	MONTH	\$	\$	\$	Concourse Level to 2 <sup>rd</sup> Floor Room 303A
<b>2XX.</b> Escalator - 14A - Down – Decal # 091224, Serial # 20371213	12	MONTH	\$	\$	\$	Hall 2
<b>2YY.</b> Escalator - 14B - Up – Decal # 091225, Serial # 20371214	12	MONTH	\$	\$	\$	Hall 2
<b>Subtotal</b>				\$	\$	
<b>Escalators</b>				\$	\$	
<b>TOTAL</b> Maintenance Services – Convention Center				\$	\$	

**ITEM 3: LILA COCKRELL THEATER**

ITEM 3		MAINTENANCE SERVICES – LILA COCKRELL THEATER					
Description (Garaventa Traction Elevators)	Annual Quantity (A)	UOM	Preventive Maintenance Price Per UOM (B)	Premium Price (C)	Total Price per Month If City chooses both PM and Premium Services (B + C = D) (D)	Location (E)	
<b>3A.</b> PASSENGER # 19, 1966 Decal # 77936, Serial # 20018393, 4-Stop	12	MONTH	\$	\$	\$	THEATER NORTH WEST	
<b>3B.</b> PASSENGER # 20, 1966 Decal # 77937, Serial # 20018397, 4-Stop	12	MONTH	\$	\$	\$	THEATER SOUTH WEST	
<b>3C.</b> FREIGHT # 21, 1966 Decal # 77938, Serial # 327834, 2-Stop	12	MONTH	\$	\$	\$	THEATER BACK STAGE	
<b>3D.</b> Wheelchair Lift # 22, 2010 Decal # 65476 Serial # 2031474, 2-Stop	12	MONTH	\$	\$	\$	THEATER DRESSING ROOMS	
<b>TOTAL</b> Maintenance Services – Lila Cockrell				\$	\$		

**ITEM 4: OTHER CONVENTION AND SPORTS FACILITIES**

ITEM 4		MAINTENANCE SERVICES – OTHER CONVENTION AND SPORTS FACILITIES				
Description (Dover 2- Stop, Hydraulic Elevators)	Annual Quantity (A)	UOM	Preventive Maintenance Price Per UOM (B)	Premium Price (C)	Total Price per Month If City choses both PM and Premium Services (B + C = D) (D)	Location (E)
<b>4A. INSTITUTO CULTURAL de MEXICO</b> , 2001, Decal # 51275 Serial # 8006-666	12	MONTH	\$	\$	\$	INSTITUTO CULTURAL de MEXICO – Hemifair Park
<b>4B. UNIVERSITY OF MEXICO</b> , 1989, Decal # 15042 Serial # E86696	12	MONTH	\$	\$	\$	UNIVERSITY OF MEXICO – Hemifair Park
<b>4C. BUILDING 277-HEMISFAIR PARK</b> , 1986, Decal # 19488, Serial # E90014, 2-stop Hydraulic	12	MONTH	\$	\$	\$	BUILDING 277- Hemifair Park
<b>TOTAL</b> Maintenance Services – Other Facilities				\$	\$	

**ITEM 5: ADDITIONAL EQUIPMENT ADDED DURING TERM OF CONTRACT**

ITEM 5						
Description (unknown at time of solicitation) *	Annual Quantity (A)	UOM	Preventive Maintenance Price Per UOM (B)	Premium Price (C)	Total Price per Month If City choses both PM and Premium Services (B + C = D) (D)	
<b>5A. Elevator (2-Stop Hydraulic)</b>	12	MONTH	\$	\$		
<b>5B. Elevator (3-Stop Hydraulic)</b>	12	MONTH	\$	\$		

5C. Elevator (4-Stop Hydraulic)	12	MONTH	\$	\$	
5D. Elevator (5-Stop Hydraulic)	12	MONTH	\$	\$	
5E. Elevator (2-Stop Traction)	12	MONTH	\$	\$	
5F. Elevator (3-Stop Traction)	12	MONTH	\$	\$	
5G. Elevator (4-Stop Traction)	12	MONTH	\$	\$	
5H. Elevator (5-Stop Traction)	12	MONTH	\$	\$	
<b>Subtotal Additional Elevators</b>				\$	
5I. Escalator	12	MONTH	\$	\$	
<b>Subtotal Additional Escalators</b>				\$	
<b>TOTAL</b> Maintenance Services – Add'l Equipment				\$	

\* City does not anticipate adding any equipment during the term of this contract, but would like to establish pricing in the event equipment is added. The items stated in Item 5 above are not estimated quantities or descriptions of planned installations.

**ITEM 6: NON-COVERED REPAIRS**

ITEM 6	Non-Covered Repairs				
	Description	Estimated Annual Quantity (A)	UOM	Price Per UOM (B)	Extended Total Price (A) x (B) = (C)
6A.	Non-Covered Repairs – Mechanic Normal Business Hours (Hourly Rate)	180	HR	\$	\$
6B.	Non-Covered Repairs – Mechanic Helper Normal Business Hours (Hourly Rate)	165	HR	\$	\$
6C.	Non-Covered Repairs – Mechanic Overtime Hours (Hourly Rate)	85	HR	\$	\$
6D.	Non-Covered Repairs – Mechanic Helper Overtime Hours (Hourly Rate)	76	HR	\$	\$
<b>TOTAL</b>	<b>Non-Covered Repairs</b>				\$

**ITEM 7: PARTS REQUIRED FOR OTHER SERVICES**

<b>ITEM 7</b>	<b>PARTS REQUIRED FOR OTHER SERVICES</b>		
Contractor's markup percentage over contractor's cost			%

\*Contractor shall provide City with a copy of the invoice received by Contractor's showing Contractor's original cost for the part at the time Contractor bills city for the part.\*

\*If the Contractor is the manufacturer of the part, then Contractor shall not charge a mark-up percentage.\*

**ITEM 8: Event Standby Services**

<b>ITEM 8</b>	<b>Event Standby Services</b>			
<b>Description</b>	Estimated Annual Quantity <b>(A)</b>	UOM	Price Per UOM <b>(B)</b>	Extended Total Price <b>(A) x (B) = (C)</b>
<b>6A. Event Standby Service – Mechanic Normal Business Hours (Hourly Rate)</b>	200	HR	\$	\$
<b>6B. Event Standby Service – Mechanic Helper Normal Business Hours (Hourly Rate)</b>	170	HR	\$	\$
<b>6C. Event Standby Service – Mechanic Overtime Hours (Hourly Rate)</b>	100	HR	\$	\$
<b>6D. Event Standby Service – Mechanic Helper Overtime Hours (Hourly Rate)</b>	15	HR	\$	\$
<b>TOTAL</b> Event Standby Services				\$

Prices will remain firm for the five (5) year base period. Contractor shall be allowed one (1) price increase effective October 1, 2022 for the prices stated in Items 1-6 and Item 8. This price increase will be in effect for the renewal period only, if this contract is renewed.

Price Increase for the renewal Period: \_\_\_\_\_ %

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



**RFCSP ATTACHMENT C**  
**CONTRACTS DISCLOSURE FORM**

Contracts Disclosure Form may be downloaded at

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

Instructions for completing the Contracts Disclosure form are listed below:

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

**RFCSP ATTACHMENT D**

**LITIGATION DISCLOSURE FORM**

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

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

Yes \_\_\_ No \_\_\_

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

Yes \_\_\_ No \_\_\_

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

Yes \_\_\_ No \_\_\_

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

**RFCSP ATTACHMENT E**

**VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE**

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

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation as Attachment F. Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

**RFCSP ATTACHMENT F**

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

Posted as separate document.

## RFCSP ATTACHMENT G

### CERTIFICATE OF INTERESTED PARTIES FORM

#### CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

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

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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

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

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

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

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

**RFCSP ATTACHMENT H**

**NON-DISCRIMINATION ORDINANCE LANGUAGE**

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

## RFCSP ATTACHMENT I

### PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Price Schedule RFCSP Attachment B	
* Contracts Disclosure Form RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
* Veteran-Owned Small Business (VOSB) Program Tracking Form RFCSP Attachment F	
* Certificate of Interested Parties Form RFCSP Attachment G	
Proof of Insurability 1) Insurance Provider's Letter 2) Copy of Current Certificate of Insurance	
Financial Information	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
Proposal Checklist RFCSP Attachment I	
* Proposal Bond and Associated Power-of-Attorney	
* Addenda, if any	
One (1) Original, 7 copies 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.