



**CITY OF SAN ANTONIO**  
**FINANCE DEPARTMENT – PURCHASING DIVISION**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP") 18-086**  
**RFx NO.: 6100010368**

**ANNUAL CONTRACT - INDUSTRIAL WATER TREATMENT - BESD**

**Date Issued: JUNE 29, 2018**

**BIDS MUST BE RECEIVED NO LATER THAN:**  
**2:00 P.M., CENTRAL TIME, OCTOBER 19, 2018**

Proposals may be submitted by any of the following means:

Electronic submission through the Portal

Hard copy in person or by mail

Address for hard copy responses:

Physical Address:  
City Clerk's Office  
719 S. Santa Rosa  
San Antonio, Texas 78204

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

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT - INDUSTRIAL WATER TREATMENT - BESD"

Proposal Due Date: 2:00 p.m., Central Time, **October 19, 2018**

RFCSP No.: 6100010368

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-Proposal Conference \* YES

\* If YES, the Pre-Proposal conference will be held on July 10, 2018 at 10:00 a.m. Central Time, at: Riverview Towers, 11<sup>TH</sup> Floor, Hill Country Conference Room, 111 Soledad, San Antonio, TX 78205

**2<sup>nd</sup> Pre-Proposal Conference to be held: October 5, 2018 at 11:00 a.m. Central Time, at: Riverview Towers, 16<sup>th</sup> Floor, Missions Conference Room, 111 Soledad, San Antonio TX 78205**

Staff Contact Person:

Maria Blake, Procurement Specialist II, P.O. Box 839966, San Antonio, TX 78283-3966.  
Email: MARIA.BLAKE@SANANTONIO.GOV

Site Visits: Refer to Attachment H for Site Visit Schedule of dates and times for each location

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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 VOSB AND/OR PRICING TO BE INCLUDED)** and one copy of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, **ANNUAL CONTRACT - INDUSTRIAL WATER TREATMENT - BESD, RFCSP 18-086, RFx: 6100010368**, on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than **2:00 p.m., Central Time, on October 19, 2018** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

#### Mailing Address:

Office of the City Clerk

Attn: **ANNUAL CONTRACT - INDUSTRIAL WATER TREATMENT – BESD, RFCSP 18-086, RFx: 6100010368**

P.O. Box 839966

San Antonio, Texas 78283-3966

#### Physical Address:

Office of the City Clerk

Attn: **ANNUAL CONTRACT - INDUSTRIAL WATER TREATMENT – BESD, RFCSP 18-086, RFx: 6100010368**

719 S. Santa Rosa

San Antonio, Texas 78205

Proposals sent to the City by facsimile or email will not be accepted

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.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 1/2" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual 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, Instructions for Respondents, Part B – Submission Requirements, and each section and attachment must be indexed and, for hard copy submissions, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk (\*) in Section 003, Instructions for Respondents, Part B – Submission Requirements, MUST** be divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal or on a CD or USB 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Restrictions on Communication.

Respondents are prohibited from communicating with: 1) 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. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the restrictions on communication with City employees include:

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

**Respondents may submit written questions concerning this RFCSP to [Maria.Blake@sanantonio.gov](mailto:Maria.Blake@sanantonio.gov) until 10:00 a.m., Central Time, October 8, 2018.** Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail.

Maria Blake, Procurement Specialist II  
City of San Antonio, Finance Department – Purchasing Division  
[Maria.Blake@SanAntonio.gov](mailto:Maria.Blake@SanAntonio.gov)

Questions submitted and the City's responses to questions will be posted with this solicitation.

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

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at [vendors@sanantonio.gov](mailto:vendors@sanantonio.gov) for assistance with vendor registration and submitting electronic bids.

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

## Pre-Submittal Conference.

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

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

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

## Changes to RFCSP.

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

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

#### Preparation of Proposals.

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

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

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

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

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

#### Description of Supplies.

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

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

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

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

#### Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

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

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

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

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

Evaluation and Award of Contract.

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

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or

- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

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

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

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

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under Section 176.006(a-1) 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, 719 S. Santa Rosa, San Antonio, Texas 78204

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 VOSB AND/OR PRICING TO BE INCLUDED)** 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 - INDUSTRIAL WATER TREATMENT – BESD, RFCSP 18-086, RFx: 6100010368**, 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, Price Schedule.

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

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

Instructions for completing the Contracts Disclosure form:

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

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

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

**\*VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM TRACKING FORM.** Complete, sign, and submit VOSB Identification Form found in this RFCSP as Attachment E.

**CERTIFICATE OF INTERESTED PARTIES FORM.** Respondent shall review information regarding Certificate of Interested Parties Form (Form 1295) provided in RFCSP Attachment F 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:

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 and submit it with your response to this solicitation.

**PROPOSAL BOND**. Submit proposal bond in the amount of \$1,000.00. For electronic submissions, Respondent must provide the original proposal bond to the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals.

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

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

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

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

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

## **EVALUATION CRITERIA**

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. The selection committee may select respondents who are judged to be reasonably qualified for interviews, depending on whether further information is needed. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

### **Evaluation Criteria:**

- A. Experience, Background, Qualifications (45 points)**
- B. Proposed Plan (35 points)**
- C. Price (20 points)**

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.1 BACKGROUND

The City of San Antonio is soliciting proposals for a qualified Contractor to furnish the necessary labor, materials, service equipment, tools, transportation, methods of communication, supervision, service reports, and supplies to provide industrial water treatment and scheduled maintenance and other services for the industrial water equipment at various City facilities throughout San Antonio, Texas. Supplies include chemicals, parts, and any equipment necessary to support the industrial water treatment program for cooling and heating systems including but not limited to: cooling towers, chillers, condensing units, heat exchangers, boilers and supporting systems, in accordance with the specifications listed herein. The services are required to establish an industrial water treatment program and to provide scheduled maintenance of the industrial water treatment equipment to preserve the safety, reliability and functionality of this equipment at various City Facilities, and to provide other services, pertaining to the equipment, as required by the City. The industrial water system and support equipment and items shall be referred to herein as "equipment".

4.1.1 The services required by the solicitation include:

- 4.1.1.1 The management of the industrial water treatment program and systems that will preserve the safety, reliability and functionality of the equipment at various City Facilities throughout San Antonio, TX.
- 4.1.1.2 The services shall include chemicals to support the industrial water treatment program. The Vendor is responsible for adding the accurate quantities of chemicals to maintain the chemical levels and proper mixture as required for the industrial water treatment program. The Vendor is responsible for providing the chemicals to the equipment at each site. The City will provide the sulfuric acid chemicals.
- 4.1.1.3 The scheduled maintenance service for the industrial water Systems shall consist of but is not limited to: inspections, adjustments (to the equipment and chemical levels), testing and replacement of parts and components for all equipment covered under this contract.
- 4.1.1.4 The vendor is responsible for providing service reports and all testing.
- 4.1.1.5 Other services include emergency, urgent, and routine service calls and call-backs to address equipment malfunctions or improper operations.

4.1.2 The scheduled maintenance prices proposed include parts, components, and labor necessary to replace any part that may be worn from normal wear and tear to prevent from having to service the equipment at a later date.

### 4.2 PROOF OF LICENSING AND CAPABILITY: Contractor shall:

- 4.2.1 Contractor shall have trained staff, certified by the manufacturer, for scheduled maintenance work and certified to work with chemicals. The City will accept a certification letter from manufacturer. If manufacturer's certification is not available, a certification from non-manufacturer organizations or other organizations must validate the technician's capability to perform the services required by this specification/scope of work, as determined solely by City.
- 4.2.2 Hold all proper and current licenses, insurances, and bonds.
- 4.2.3 Ensure technicians have a minimum of ten (10) years of experience.
- 4.2.4 Be in good financial standing, not in any form of bankruptcy, current in payment of taxes and fees, such as state franchise fees.
- 4.2.5 Technicians shall have the required safety training for the work environment and handling of chemicals.
- 4.2.6 The Contractor shall meet the requirements of Federal Insecticide, Fungicide, and Rodenticide ACT (FIFRA).

- 4.2.7 The testing laboratory that Contractor shall use, at Contractor's expense, shall be capable of testing the industrial water for the parameters included in this contract and that the laboratory meets the requirements of ASTM D 3856 Evaluating Laboratories Engaged in Sampling and Analysis of Water and Waste Water, Standard Methods for the Examination of Water and Wastewater, ASTM Standard D 4210-82 Practice for Intra-laboratory Quality Control Procedures and a Discussion on Reporting of Low-Level Data, EPA-600/4-79-019, Handbook For Analytical Quality Control In Water And Wastewater Laboratories, ASTM standards for each parameter and any other applicable standards.
- 4.2.8 It is desirable that the Contractor has a person that has a certification for chemical inhibitors and general corrosion by the National Association of Corrosion Engineer (NACE) or other industry recognized organization which validates the technician's capability to perform the services required by this specification/scope of work, as determined solely by City.
- 4.2.9 It is preferred that Contractor's technicians are certified by the Association of Water Technologists (CWT) or other industry recognized organization which validates the technician's capability to perform the services required by this specification/scope of work, as determined solely by City.
- 4.2.10 Contractor shall be engaged in providing commercial industrial water treatment and scheduled maintenance of industrial water systems, performing service calls, and providing inspection services for a minimum of ten (10) continuous years prior to proposal submission for facilities of a similar size with similar equipment.
- 4.2.11 Contractor shall have, or establish and maintain, an office that shall allow it to meet the service calls response time requirement for the term of the contract.
- 4.2.12 Contractor shall have available a minimum work force of certified technicians with the specified qualifications in a sufficient quantity assigned to this Contract to be able to provide services and service calls for a minimum of two (2) City facilities simultaneously at all times. Contractor shall maintain an adequate number of trained personnel to meet response times required herein at all times. If additional services calls are requested, the Contractor shall have the capability to get additional resources that meet the qualifications of this solicitation. Contractor shall also provide, with its bid response, a list of available personnel to perform work hereunder, including each person's qualifications.
- 4.2.13 Helper can be used to support the qualified technician. One qualified technician or supervisor shall be at the location at all times. Qualified technician(s) or supervisor shall be responsible for all services.

#### **4.3 DEFINITIONS AND REQUIREMENTS**

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

- 4.3.1 **BESD:** City's Building and Equipment Services Department.
- 4.3.2 **Bidder:** a person, firm or entity that submits a bid in response to a solicitation. The bidder whose bid is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.
- 4.3.3 **Chemicals:** The chemicals used for industrial water treatment. The Contractor is responsible for providing all chemicals with the exception of sulfuric acid. BESD will provide the sulfuric acid and the container for this material only.
- 4.3.4 **City Designated Departmental Representative (CDDR):** The facilities maintenance manager or coordinator for the respective City department.
- 4.3.5 **Contractor:** The bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.
- 4.3.6 **Equipment:** The industrial water systems and supporting equipment as required by this solicitation.
- 4.3.7 **Helper:** A person that is part of an apprentice program that is recognized by manufacturer, Association of Water Technologist, National Association of Corrosion Engineer (NACE) or other industry recognized organizations. If a helper is used, the helper is under direct supervision of the qualified technician. A helper cannot be on site without a qualified technician. The helper shall be in a registered apprenticeship program per Department of Labor and the National Apprenticeship Act or other industry recognized organization.

- 4.3.8 **Industrial Water Systems:** The industrial water system includes but is not limited to: piping, valves, pumps (chemical and feed), labels, meters, timers, controls, pot feeders, valves, sampling points, backflow devices, wires, alarms, spill control systems, sensors, testing coupons, chemicals, test nipple assemblies, etc.. The system starts at the connection point to the cooling and heating equipment including the fitting to chemical source (material) which includes the chemical container and spill container. The sulfuric acid container will be provided by BESD.
- 4.3.9 **Industrial Water Treatment Program:** A treatment that requires water preparation or chemical treatment to prevent problems and failure of water systems. The purpose of the industrial water treatment is to address the problems found in industrial water systems that are attributed to reduced or restricted water flow or other changes in operational parameters that are often caused by corrosion, deposits, and biological growth. If industrial water treatment is not provided, the operational problems would result in reduced system efficiency (higher operating costs), increased equipment replacement costs, and reduced safety.
- 4.3.9.1 All costs associated with industrial water treatment including labor, chemicals, testing, service plan, reports, and management of the program with the exception of the sulfuric acid chemical being provided by BESD, are included on the Attachment B, Price Schedule.
- 4.3.10 **Scheduled Maintenance of the Industrial Water Systems:** Regular maintenance required by codes and the manufacturer's standards.
- 4.3.10.1 Scheduled maintenance is work that is periodically performed on equipment for the purpose of maintaining equipment in satisfactory operating condition and to lessen the likelihood of it failing. Scheduled maintenance is performed while the equipment is functioning or temporarily placing the equipment out of service, so that it does not break down unexpectedly. Scheduled maintenance involves systematic inspection, detection, prevention, and correction of incipient failures, before they become actual or major failures. Scheduled maintenance includes tasks performed specifically to prevent failures from occurring. These tasks shall consist of but are not limited to: tests, measurements, adjustments, lubrication, parts and/or component replacement, cleaning, etc. Scheduled maintenance is performed specifically to prevent failures from occurring. It is designed to preserve and restore equipment reliability by replacing worn, fatigued and/or damaged parts and/or components before they actually fail. In addition, it includes detailed record keeping and data analysis to avoid equipment deterioration, so worn, fatigued and/or damaged parts and/or components can be replaced or serviced before they cause system failures. Services necessitated by normal wear and tear shall be included in scheduled maintenance.
- 4.3.10.1.1 All associated costs with scheduled maintenance, including but not limited to: parts and components, lubricants, screws, tubing, etc. (See Materials to be provided by Contractor, 4.10.8.1) are included in the maintenance fee shown on Attachment B, Price Schedule. Maintenance does not include total replacement of a system, nor does it include work to install and test equipment in new construction. Contractor shall perform the maintenance work described herein for the prices stated on the Price Schedule.
- 4.3.10.1.2 The intent of this specification/scope of work is to maintain the equipment to industry standards and "industry best" condition by having an effective and efficient industrial water treatment program and scheduled maintenance; therefore, preserving and maintaining the condition, appearance, and performance of the equipment in keeping with their design and operational standards. If applicable, scheduled maintenance includes the modernization of a part or a component that was upgraded by manufacturer and is a replacement part or component for the existing equipment. The purpose of the specification/scope of work specified herein is to provide the following:
- 4.3.10.1.2.1 Safe, consistent, and reliable operations
  - 4.3.10.1.2.2 Maximum operational performance (efficiency)
  - 4.3.10.1.2.3 Maximum beneficial usage (effectiveness – energy and water conservation)
  - 4.3.10.1.2.4 Maximum life cycle (prolonging its usable "life")
  - 4.3.10.1.2.5 Protecting the equipment against deposition (scale), corrosion, and biological growths (fouling and microbiological growth)

- 4.3.10.1.3 The scheduled maintenance includes preparation of reports listed in specification/scope of work specified herein.
- 4.3.11 **Other Services:** Service calls (emergency, urgent, and routine service calls) for work outside the scheduled maintenance.
- 4.3.11.1** Other service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed and/or abnormal operating equipment that can be restored to its normal operating state. However, service calls necessitated by normal wear and tear are NOT considered other services and shall be part of the scheduled maintenance services.
- 4.3.11.2** Other Service calls: Service work goes beyond the Scheduled Maintenance and Industrial Water Treatment Program and is usually performed to return equipment or systems to proper functionality, rather than to keep it operating. Other service work for City's equipment can only be performed with written City approval. If requested by the CDDR, Contractor shall provide a quote, using the hourly rates established herein, for the other service work. Parts and/or components supplied for other service work will be paid to Contractor in accordance with the percentage markup indicated on the price schedule. **Bid Prices for parts and/or other components shall be submitted on percentage of vendor cost.** Chemical pricing shall be in accordance with Attachment B – Price Schedule. Contractor shall only proceed with the additional work after receipt of a purchase order issued by the City or as defined herein. The City will not pay for any unauthorized parts or labor charges. **Evidence of said costs shall be submitted with invoice for each service call.** Contractor must submit invoices with a copy of the written purchase order supplied by the department for which the services are provided. Such invoices shall have the language OTHER SERVICE (Select one: Emergency, Urgent, or Routine) indicated thereon. **Proof of costs shall be printed, properly identified and dated and submitted with the invoice.** For any service exceeding \$3,000.00, City reserves the right to obtain quotes from other parties. This contract shall not be considered exclusive with regard to Major Service calls; however, this non-exclusivity shall not relieve Contractor from its obligation to provide a quote and perform Major Service work hereunder, if requested by City.
- 4.3.11.2.1 Minor Service Calls shall constitute any repairs that cost \$3,000.00 or less. Minor service calls require the CDDR's written approval or verbal approval before initiating work.
- 4.3.11.2.2 Major Service Calls shall constitute any repairs exceeding \$3,000.00 in cost. A Purchase Order must be issued before performing Major repairs on any equipment.
- 4.3.11.2.3 Contractor shall submit an estimate prior to performing any repairs. The estimate shall include a comparison between repairing and replacing the item(s). Contractor will clearly annotate any item(s) where the cost of the service call is equal to or greater than seventy-five percent (75%) of the price of a new item(s). Additional work outside the scope of this contract can only be performed with prior approval from the CDDR or designee. The City reserves the right to accept Contractor's estimate or solicit estimates from other companies for repair work that is not specifically included in the scope of this contract.
- 4.3.11.3** Routine Service calls: service call outside the Scheduled Maintenance and:
- 4.3.11.3.1 Routine service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed and/or abnormal equipment operations can be restored to its normal operating state. However, if these type services calls are necessitated by normal wear and tear, they are NOT considered service calls and no additional cost shall be billed to City. Normal wear and tear items shall be included in the scheduled maintenance service as defined by the specification.
- 4.3.11.3.2 The CDDR or designee will request routine service calls for any location listed herein. Routine Service Calls are a subcategory of Other Services.
- 4.3.11.4** Urgent Service Calls: service call outside the Scheduled Maintenance and:
- 4.3.11.4.1 Urgent service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed and/or abnormal equipment operations can be restored to its normal operating state. However, if these type services calls are necessitated by normal wear and tear, they are NOT considered service call and no additional cost shall be billed to City. Normal wear and

tear items shall be included in the scheduled maintenance service as defined by the specification.

- 4.3.11.4.2      Urgent calls are not an emergency but it can become an emergency.
- 4.3.11.4.3      City will identify urgent calls at time of notification.
- 4.3.11.4.4      The CDDR or designee will request urgent service calls for any location listed herein. Urgent Service Calls are a subcategory of Other Services.
- 4.3.11.5**      Emergency Service Calls: service call outside the Scheduled Maintenance and:
  - 4.3.11.5.1      An emergency call is any condition that can potentially impact the health, safety and welfare of City employees and the public as determined solely by the City. The City will identify emergency calls at the time of notification.
  - 4.3.11.5.2      Emergency service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed and/or abnormal equipment operations can be restored to its normal operating state. However, if these type service calls are necessitated by normal wear and tear, they are NOT considered service calls and no additional cost shall be billed to City. Normal wear and tear items shall be included in the scheduled maintenance service as defined by the specification.
  - 4.3.11.5.3      City will identify emergency calls at time of notification.
  - 4.3.11.5.4      The CDDR or designee will request emergency service calls for any location listed herein. Emergency Service Calls are a subcategory of Other Services.
- 4.3.11.6**      Other work required to make the equipment operational.
- 4.3.11.7**      Call Backs: Call backs are defined as the recall of Contractor to address a previously serviced service call or scheduled maintenance item within ninety (90) calendar days of service. The Contractor is responsible for the call backs and no additional cost shall be billed to the City.
- 4.3.12      **Holidays:** Holidays are defined as City recognized holidays as published on the City's web site at [www.sanantonio.gov](http://www.sanantonio.gov).
- 4.3.13      **ID Badges:** Identification badges.
- 4.3.14      **MATERIALS:** Materials include but are not limited to: parts, chemicals, instruments and other goods used to perform the requirements in this solicitation.
- 4.3.15      **NETA:** InterNational Electrical Testing Association.
- 4.3.16      **NFPA:** National Fire Protection Association
- 4.3.17      **Parts:** Includes all materials and goods used to perform the requirements in this solicitation.
- 4.3.18      **Purchase Order (PO):** A validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in a solicitation for the price stated in Vendor's bid.
- 4.3.19      **Recarbonation:** A process in which carbon dioxide is bubbled into the water being treated to lower the pH. The pH may also be lowered by the addition of acid. Recarbonation is the final stage in the lime-soda ash softening process.
- 4.3.20      **Vendor:** The bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

#### **4.4      REFERENCES**

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

**National Association of Corrosion Engineers (NACE)**

Publication 1	Cooling Water Treatment Manual
<b>American Society for Testing and Materials</b>	
Several ASTM	Performance Test Codes Annual Book of Standards, Water and Environmental Technologies
ASTM D 2688	Corrosivity of Water in Absence of Heat Transfer
ASTM D3370	Tadad Practices for Sampling Water from Closed Conduits
ASTM D 859	Standard Test Method for Silica in Water
ASTM D 1067	Standard Test Method for Acidity or Alkalinity of Water
ASTM D 1068	Standard Test Method for Iron in Water
ASTM D 1126	Standard Test Method for Hardness in Water
ASTM D 4458	Standard Test Method for in Chloride Brackish Water, Seawater, and Brines
ASTM D 1688	Standard Test Method for Copper in Water
ASTM D 5464	Standard Test Method for pH Measurement of Water f Low Conductivity
<b>International Building Code</b>	
IBC	International Building Code
IMC	International Mechanical Code
IPC	International Plumbing Code
IEBC	International Existing Building Code
<b>National Fire Protection Association (NFPA)</b>	
NFPA 70	National Electrical Code
NFPA 101	Life Safety Code
<b>Other</b>	
OSHA	Occupational Safety and Health Administration (OSHA) Standards
ASME	American Society of Mechanical Engineers (ASME) Consensus on Operating Practices for Control of Feedwater and Boiler Water Chemistry in Modern Industrial Boiler
ABMA	American Boiler Manufacturer's Association (ABMA) – Boiler Water Limits and Achievable Steam Purity for Watertube Boiler
CFR 21	Code of Federal Regulation (CFR) Title 21 CFR Part 173.31 Boiler Water Additives
CFR 29	Code of Federal Regulation (CFR) Title 29 Part 1910.1200 Hazard Communication
Ordinance 100322	Water Conservation Ordinance
ANSI 188	Legionellosis Risk Management for Building Water System

#### **4.5 MATERIAL**

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

#### 4.5.6 MATERIAL PERFORMANCE REQUIREMENTS

- 4.5.6.1** The burden of ascertaining product/performance equality of proposed substitutions from those items specified by the specification/scope of work, price schedule, and/or the manufacturer is to be borne by the Contractor. Product substitutions will be accepted for review by the City. If data provided by the Contractor is deemed inadequate to make a determination as to the equality of the proposed substitute, without additional research by the City, it will be rejected. Approval by the City shall not relieve the Contractor from responsibility for any errors or omissions, nor from responsibility for complying with the requirements of this solicitation, except with respect to variations described and approved by the City.
- 4.5.6.2** The material for this scope of work shall meet or exceed the American Society for Testing and Materials (ASTM), Underwriters laboratories (UL), American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), Manufacturer's standards, and/or other code recognized agency as required by the national, state and local codes.
- 4.5.6.3** Chemicals or materials used in the contract shall meet industry, environmental, and ASTM standards and/or other accepted standards by CDDR.
- 4.5.6.4** Instruments used to perform the requirements of the specification/scope of work shall meet industry standards, ASTM calibration standards and/or other accepted standards by CDDR.

#### 4.6 SITE INSPECTIONS

- 4.6.1** Respondent shall make all investigations necessary to thoroughly inform themselves regarding facilities for delivery of material and equipment, and conditions and sites/locations for providing goods and services as required by this solicitation. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of City or the compensation to Bidder. Site Visit Schedule is provided in this RFCSP as Attachment H.
- 4.6.2** The Respondent is encouraged to visit each of the service locations to become familiar with the amount of labor, materials, and equipment that shall be required in the performance of the work under this contract PRIOR to placing a bid. Contractor shall carefully examine these specifications and, if necessary, secure from the City any additional information that may be a requisite to a clear and full understanding of the work. **Respondents shall submit all questions in writing to [Maria.Blake@SanAntonio.gov](mailto:Maria.Blake@SanAntonio.gov) by the deadline stated in Section 003 – Instructions for Respondents, Part A, Restrictions on Communications.** City's official response to questions will be addressed via an addendum.

#### 4.7 LOCATIONS

The locations included on this service agreement include the service locations as indicated below. The City of San Antonio reserves the right to delete or add locations during this contract. Equipment List is also provided in Attachment G – Equipment List.

Item #	Location	Address	Equipment at Location		
1	Emergency Operations Center (EOC)	8130 Inner City Brooks Dr.	Closed Loop		
2	Public Safety Technology Center (PSTC)	515 S. Frio St.	Closed Loop	Boiler	
3	Public Safety Emergency Dispatch Center (PSAP)	8039 Challenger Dr.	Closed Loop		
4	International Center	203 S. St. Mary's	Closed Loop		Open Loop
5	City Hall Reserved	100 Plaza de Armas	Closed Loop	Boiler	
6	Cliff Morton Development Business Center (One Stop)	1900 S. Alamo St.	Closed Loop		
7	Municipal Plaza Building	114 W. Commerce St.	Closed Loop	Boiler	Open Loop
8	Municipal Courts (Frank D. Wing) Building	401 S. Frio St.	Closed Loop	Boiler	Open Loop
9	Public Safety Headquarters (PSHQ)	315 S. Santa Rosa Ave.	Closed Loop		Open Loop
10	Traffic Building	223 S. Cherry St.		Boiler	
11	Fire Training Academy	300 S. Callaghan	Closed Loop	Boiler	
12	Police Training Academy	12200 SE Loop 410	Closed Loop	Boiler	

#### **4.8 CONTRACT COMPLETION**

Industrial Water Treatment and Scheduled Maintenance shall be completed in accordance with the maintenance schedule and RFCSP 6100010368 requirements.

- 4.9 CONTRACTOR GENERAL REQUIREMENTS:** Contractor shall:
- 4.9.1 Adhere to the terms and conditions identified in this solicitation.
  - 4.9.2 Provide a primary point-of-contact.
  - 4.9.3 Contractor shall provide documentation that the Contractor is certified to perform the requirements of the solicitation (Refer to Section 4.2 PROOF OF LICENSING AND CAPABILITY).
  - 4.9.4 Contractor shall perform and complete all work required. Contractor shall diligently perform the work to completion within the time set forth in the solicitation. The period of performance shall include mobilization, holidays, weekend days, normal inclement weather, and cleanup; therefore, claims for delay based upon said elements shall not be allowed.
  - 4.9.5 Ensure Contractor personnel are in compliance with the service requirements of this specification. Failure to comply with City service requirements may result in the cancellation of the contract.
  - 4.9.6 Contractor shall adhere to all applicable Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this solicitation. Ignorance on the part of the Contractor shall not relieve the Contractor from responsibility.
  - 4.9.7 Contractor shall perform all work safely and follow required safety standards to include, but not be limited to, OSHA and Federal, State, and City codes.
  - 4.9.8 Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants of potential hazards.
  - 4.9.9 Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, and flagmen, as required for each job. Proposed traffic control methods must be submitted to the City for approval prior to the commencement of work.
  - 4.9.10 Contractor shall provide all labor, materials, miscellaneous parts, equipment, chemicals, tools, transportation and methods of communication, and if required, additional miscellaneous services necessary to meet requirements of the specified services throughout the term of the contract.
  - 4.9.11 Contractor shall deliver, store, and handle all materials in a manner that shall prevent damage to the system or related components.
  - 4.9.12 It shall be the Contractor's responsibility for storage of any materials and the City will not be responsible for loss or damage to materials, tools, equipment, or work arising from acts of theft, vandalism, malicious mischief or other causes.
  - 4.9.13 The Contractor shall thoroughly examine and become familiar with the City facility where services are to be performed, prior to commencing work, to ensure the service can be completed in an orderly and safe manner.
  - 4.9.14 Contractor shall be responsible for obtaining all required permits applicable to performance of this solicitation. Contractor shall include all such costs in Attachment B, Price Schedule. Contractor shall ensure any work that requires a separate license is performed under the applicable license as required under local or state law.
  - 4.9.15 Ensure all equipment and tools are well maintained, calibrated and in proper working order before use in the performance of this service.
  - 4.9.16 Protect furnishings and other items with tarps, plastic sheeting or other methods as required and prior to commencing work.
  - 4.9.17 Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the work, Contractor shall remove from the premises all rubbish, tools, scaffolding, equipment, and materials that are not the property of the City. Upon completing the work, Contractor shall leave the site in a clean and orderly condition satisfactory to the City. Final cleanup is part of the work and Contractor is responsible for all construction refuse disposal containers and their removal from the site.
  - 4.9.18 No debris shall be dumped and left in the building, on the roof and/or surrounding areas.
  - 4.9.19 Contractor shall not use City waste disposal containers.

- 4.9.20 Contractor shall properly dispose of all debris, old materials, and trash resulting from the specified work in an approved landfill. Contractor shall be responsible for the disposal of all waste to include universal and hazardous materials resulting from the work. Handling and transporting of all waste materials shall be performed in accordance with safety and environmental regulations. Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.
- 4.9.21 Contractor shall confine its operations (including storage of materials) to areas authorized or approved by the City.
- 4.9.22 Contractor shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages shall be reported, repaired or replaced by Contractor at no cost to City.
- 4.9.23 Hold all proper and current licenses and bonds.
- 4.9.24 Be responsible for all long distance phone charges.
- 4.9.25 Contractor shall notify the City representative once the work is complete and ready for its intended use.
- 4.9.26 Contractor shall not affect building plumbing systems or other buildings systems during the performance of the services required by the solicitation.

#### **4.10 SERVICE REQUIREMENTS**

**4.10.1 Services not required** by the Contractor:

- 4.10.1.1** Contractor is not responsible for State Safety boiler inspections.
- 4.10.1.2** Contractor shall not be required, as part of the maintenance services, to conduct a safety test, unless recommended as part of scheduled maintenance by the equipment's manufacturer, or to install new components or additional controls as recommended or directed by any insurance company or laboratory, or governmental authority, or to make replacements mentioned herein with parts or devices of a different design (modification to the equipment that is not recommended by the manufacturer) for any reason whatsoever.
- 4.10.1.3** Testing of equipment in new construction.

**4.10.2 Services required** by the agreement. The Contractor shall:

- 4.10.2.1** Provide and manage an industrial water treatment program for HVAC systems to include the chemicals and labor.
- 4.10.2.2** Provide and manage the scheduled maintenance services for the industrial water system to include equipment, components, parts and labor. Contractor shall provide scheduled maintenance of the electrical components and parts such as contactors, pumps and pump motors, and electric heating strips etc. All work shall meet manufacturer's and industry standards. Contractor shall provide scheduled maintenance of the plumbing components and parts to include valves, chemical feeder lines, test point and test equipment, etc. Contractor shall provide scheduled maintenance of the equipment that controls the chemical levels and the addition of chemicals.
- 4.10.2.3** Ensure services under scheduled maintenance, other service calls, or replacements of damaged, broken, or worn and/or fatigued parts and/or components are done in such a way that safe operation of equipment is not affected.
- 4.10.2.4** Furnish qualified maintenance technician on the job site for performance of services. Contractor shall maintain an adequate number of trained personnel to meet response times at all times, specifically assigned to perform services.
- 4.10.2.5** Ensure crews are managed so that they are available to perform service on the equipment, and not interfere with the scheduled maintenance personnel that are working on scheduled maintenance tasks. This will prevent interruptions.
- 4.10.2.6** Ensure a maintenance supervisor is located within 50 miles of San Antonio, TX and specifically assigned to this contract for the purpose of ensuring the maintenance technician meets the requirement of the solicitation and the standards, regulations, and codes, and that the equipment performance requirements are adhered to.
- 4.10.2.7** Protect equipment from freezing and other weather impacts.

**4.10.2.8** Within 30 calendar days after contract award, replace the NALCO equipment at International Center with new non-proprietary equipment. The equipment shall provide similar operations. The Contractor shall coordinate the replacement equipment with NALCO representative so the International Center HVAC system is not unprotected. Contractor shall minimize downtime and take all necessary precautions to prevent a detrimental impact to the overall HVAC system. Contractor shall be responsible for any damage or detrimental impact to the HVAC system that results from failure to protect it during this period. Nalco equipment currently at the International Center is described as:

- 4.10.2.8.1 3D TRASAR Solids Controller (Nalco Owned)
- 4.10.2.8.2 Solid Single Inhibitor Dispensers (Nalco Owned)
- 4.10.2.8.3 Solid Biocide Feeders (Nalco Owned)

**4.10.2.9** The Contractor shall use the existing equipment located at Public Safety Headquarters as part of the industrial water treatment.

**4.10.2.10** Perform an initial water analysis at each site and every two (2) years after the initial test. The initial test and report shall consist of but not be limited to:

- 4.10.2.10.1 Facility Name
- 4.10.2.10.2 Facility Location
- 4.10.2.10.3 Testing location
- 4.10.2.10.4 Collection Date
- 4.10.2.10.5 Collection Method
- 4.10.2.10.6 Name of the person collecting the sample
- 4.10.2.10.7 Water Temperature (C)
- 4.10.2.10.8 Total Alkalinity
  - 4.10.2.10.8.1 Phenolphthalein (P) (as CaCO<sub>3</sub>)
  - 4.10.2.10.8.2 Methyl Orange (M) (as CaCO<sub>3</sub>)
- 4.10.2.10.9 Aluminum (as Al)
- 4.10.2.10.10 Calcium (as Ca)
- 4.10.2.10.11 Dissolved Oxygen (as O<sub>2</sub>)
- 4.10.2.10.12 Dissolved Carbon Dioxide (CO<sub>2</sub>)
- 4.10.2.10.13 Chloride (as Cl)
- 4.10.2.10.14 Conductance (specify as micromhos at 25 C)
- 4.10.2.10.15 Copper (as Cu)
- 4.10.2.10.16 Hardness (Total) (as CaCO<sub>3</sub>)
- 4.10.2.10.17 Iron (as Fe)
- 4.10.2.10.18 Magnesium (as Mg)
- 4.10.2.10.19 Manganese (as Mn)
- 4.10.2.10.20 Nitrate (as NO<sub>3</sub>)
- 4.10.2.10.21 pH (prior to any recarbonation)
- 4.10.2.10.22 Phosphate
  - 4.10.2.10.22.1 Orthophosphate
  - 4.10.2.10.22.2 Polyphosphate (Metaphosphate) (as PO<sub>4</sub>)
  - 4.10.2.10.22.3 Organic Phosphate (PO<sub>4</sub>)
- 4.10.2.10.23 Total dissolved solids on evaporation at 180 C

- 4.10.2.10.24 Suspended solids, non-filterable
  - 4.10.2.10.25 Silica (as SiO<sub>2</sub>)
  - 4.10.2.10.26 Sulfate (as SO<sub>4</sub>)
  - 4.10.2.10.27 Zinc (as Zn)
  - 4.10.2.10.28 Water Temperature (C)
  - 4.10.2.10.29 pH
  - 4.10.2.10.30 Chlorine, free (as Cl<sub>2</sub>)
  - 4.10.2.10.31 Chlorine, Total (as Cl<sub>2</sub>)
  - 4.10.2.10.32 Microbial testing
  - 4.10.2.10.33 Laboratory Name
  - 4.10.2.11** Develop and adhere to a Service Plan for each equipment item listed on the Price Schedule.
  - 4.10.2.12** Provide chemicals to be used for treatment, scheduled maintenance for equipment and service program to maintain water conditions required to inhibit corrosion, scale formation and biological growth for tower water, chilled water piping and heating hot water piping and equipment. Chemical pricing for each type of chemical shall be based on prices submitted in the Price Schedule, Part II-C Water Analysis, or alternatively, in the Price Schedule, Part I – Group 5.
  - 4.10.2.13** Address scheduled maintenance services, replacement of parts and/or components, maintenance checklists, tests, periodic inspections, and performance requirements and issues for the each equipment at each location.
  - 4.10.2.14** Meet the manufacturer's recommendations and normal practices of the trade, and the minimum specifications contained herein.
  - 4.10.2.15** Develop and provide a Life Cycle Management Program.
  - 4.10.2.16** Develop and provide a service report.
  - 4.10.2.17** Participate in semiannual meetings and other meetings as determined necessary by the CDDR.
  - 4.10.2.18** Be responsible for the service calls of all electrical circuits and plumbing components pertaining to the operation of the industrial water systems covered under these specifications in accordance with Sections 4.22.11 and 4.22.12.
  - 4.10.2.19** Be responsible for cleaning any spill and protecting other areas of the facility.
  - 4.10.2.20** Take samples as part of the scheduled maintenance and/or evaluate problems as required by the other services.
  - 4.10.2.21** Perform initial services.
  - 4.10.2.22** Develop and provide Contract Service Logs.
  - 4.10.2.23** Perform Other Services.
  - 4.10.2.24** Develop and provide a contract schedule.
  - 4.10.2.25** Provide other documents as required by this solicitation.
  - 4.10.2.26** Attend and participate in meetings.
  - 4.10.2.27** Develop and Provide Chemical Inventory.
- 4.10.3 **The Service Plan:** Contractor shall develop and maintain a service plan which consist of but is not limited to:
- 4.10.3.1** Process description
  - 4.10.3.2** Test required
  - 4.10.3.3** Recommended treatments
  - 4.10.3.4** Recommended controls
  - 4.10.3.5** Recommended water quality levels

- 4.10.3.6 For cooling tower, maintain a minimum 4 cycles of concentration
  - 4.10.3.7 Recommended onsite function checks of automated systems and treatment
  - 4.10.3.8 Recommended calibration
  - 4.10.3.9 Operating log
  - 4.10.3.10 Quality Control Program
  - 4.10.3.11 Equipment age, condition, accumulated wear
  - 4.10.3.12 Environmental condition
  - 4.10.3.13 Manufacturer's requirements
  - 4.10.3.14 Estimated time to complete the task.
  - 4.10.3.15 Description of the task.
  - 4.10.3.16 Materials and tools needed.
  - 4.10.3.17 Measurements to be taken.
  - 4.10.3.18 Safety precautions and personal protective equipment (PPE) needed to perform the task.
  - 4.10.3.19 Each task performed needs to be signed and dated by Contractor's technician upon completion.
  - 4.10.3.20 A checklist of maintenance items.
  - 4.10.3.21 Include but not be limited to: codes requirements, manufacturer's requirements, industry standards, regulatory requirements, etc.
  - 4.10.3.22 The Service Plan shall be permanently maintained in each machine room covered by this contract and attached to the maintenance checklist.
  - 4.10.3.23 The Service Plan shall be provided to the facility's CDDR as a written document that addresses each equipment, method to evaluate the effectiveness and efficiency of the program, industry and manufacturer's recommendations, scheduled maintenance plan, etc.
- 4.10.4 **The Life Cycle Management Program:** Contractor shall provide an asset life cycle management program that conducts a full analysis of the current equipment installation and prepares a modernization plan to improve the equipment to modern safety, accessibility, performance, and aesthetics standards. The plan shall use the information from the service plan, services reports, service calls, and other resources to evaluate performance of the industrial water treatment, the industrial water equipment, and the systems that are protected by the industrial water treatment. The plan shall evaluate investment schedules and constraints to assist the CDDR with budgeting the investment from chemicals treatment, system replacement, to modernization of the existing systems. The Plan shall consist of, but not be limited to:
- 4.10.4.1 General Information
    - 4.10.4.1.1 Equipment manufacturer, model and serial number
    - 4.10.4.1.2 Type of equipment
    - 4.10.4.1.3 Report Date
  - 4.10.4.2 Comparative results versus the manufacturer's specifications.
  - 4.10.4.3 Review test data and maintenance reports
  - 4.10.4.4 Identify condition of the systems
  - 4.10.4.5 Provide trends based on tests, reports, manufacturer information, and other data sources.
  - 4.10.4.6 Evaluate performance
  - 4.10.4.7 Evaluate service life
  - 4.10.4.8 Provide recommendations
  - 4.10.4.9 Expected O&M and other services to include estimated costs
  - 4.10.4.10 Technology and Operations Improvements

- 4.10.5 **The Service Report:** Contractor shall provide a comprehensive written and/or computerized service report based on each system after services have been completed at each location. The reports shall consist of, but shall not be limited to:
- 4.10.5.1 A written report for the services, and other tasks within this solicitation.
  - 4.10.5.2 Water parameters and treatment levels.
  - 4.10.5.3 Adjustments and other recommendations.
  - 4.10.5.4 Test performed and equipment condition.
  - 4.10.5.5 Equipment age, condition, accumulated wear.
  - 4.10.5.6 Design and inherent quality of the equipment.
  - 4.10.5.7 Usage.
  - 4.10.5.8 Environmental condition.
  - 4.10.5.9 Improved technology.
  - 4.10.5.10 Manufacturer's requirements.
  - 4.10.5.11 Industry standards.
  - 4.10.5.12 The time to complete the each task and description of the task.
  - 4.10.5.13 Material and tools used.
  - 4.10.5.14 Status of chemical.
  - 4.10.5.15 Safety precautions and personal protective equipment (PPE) needed to perform the task.
  - 4.10.5.16 Each task performed needs to be signed and dated by Contractor's technician upon completion.
  - 4.10.5.17 Information on the corrosion coupon rack, the rate of corrosion and other conditions preventing the equipment from properly operating.
  - 4.10.5.18 Include a checklist of maintenance items, the source requiring the maintenance item, description of the item, frequency, time required, etc. in the service report.
- 4.10.6 **Equipment replacement and new installation:** Contractor shall perform equipment replacement and new installation. All work performed by the Contractor, under emergency, urgent, and routine service calls, shall meet the following minimum requirements:
- 4.10.6.1 Install chemical application equipment on concrete bases or walls, level and plumb.
  - 4.10.6.2 Maintain manufacturer's recommended clearances.
  - 4.10.6.3 Arrange units so controls and devices that require servicing are accessible.
  - 4.10.6.4 Organize chemical barrels in catchment tanks (spill containers). Install industrial water equipment on wall or other method near injection point as applicable.
  - 4.10.6.5 Install interconnecting control wiring for chemical treatment controls and sensors.
  - 4.10.6.6 Mount sensors and injectors in piping circuits.
  - 4.10.6.7 Any relocation of the chemical feed point will be coordinated with City personnel, and shall be performed by Contractor's licensed plumbing contractor at the direction of CDDR. Contractor will provide City with an estimate of the cost, including the cost of the licensed plumber. City shall have the option to allow Contractor to proceed with the work or may procure the services separately.
  - 4.10.6.8 No installation of any such equipment to be made without express written approval by the CDDR.
- 4.10.7 **Initial Services:** Within 30 calendar days after contract award, the Contractor shall:
- 4.10.7.1 Check corrosion coupon rack and perform any necessary services.
  - 4.10.7.2 Calibrate existing chemical equipment.
  - 4.10.7.3 Clean and maintain pot feeders.

**4.10.7.4** Inspect and check operational condition of the industrial water equipment. Any required repairs that are identified will be priced in accordance with Group 4 of the Price Schedule.

4.10.8 **All labor and materials, not including chemicals, required to perform scheduled services** shall be included in the service cost, as applicable. All replacement parts listed in section MATERIALS TO BE PROVIDED BY CONTRACTOR (4.10.8.1) and any other parts or materials needed to perform scheduled maintenance as described in this solicitation shall be included in the scheduled maintenance cost on Attachment B – Price Schedule.

**4.10.8.1 MATERIALS TO BE PROVIDED BY THE CONTRACTOR** that are part of the industrial water equipment shall include, but not be limited to:

- 4.10.8.1.1 Belts,
- 4.10.8.1.2 Screws, bolts, washers, other securing parts,
- 4.10.8.1.3 Lubricants, grease, and oils,
- 4.10.8.1.4 Switches,
- 4.10.8.1.5 Broken and burnt electrical wiring and end terminals.
- 4.10.8.1.6 Replacing packing material,
- 4.10.8.1.7 Piping supports,
- 4.10.8.1.8 Tubing, Pipe caps and pipes,
- 4.10.8.1.9 Sensors
- 4.10.8.1.10 Gages,
- 4.10.8.1.11 Batteries,
- 4.10.8.1.12 Fittings, Injection nozzles
- 4.10.8.1.13 Support equipment,
- 4.10.8.1.14 Hoses,
- 4.10.8.1.15 Chemicals, other than sulfuric acid which the City will provide,
- 4.10.8.1.16 Spill containers,
- 4.10.8.1.17 Solenoid and motorized valves
- 4.10.8.1.18 Parts for the Controllers
- 4.10.8.1.19 Meters,
- 4.10.8.1.20 Actuating devices
- 4.10.8.1.21 Flow pulser and flow switches
- 4.10.8.1.22 On Stream Analyzers,
- 4.10.8.1.23 Timers,
- 4.10.8.1.24 Sample Stations,
- 4.10.8.1.25 Parts for the Pumps
- 4.10.8.1.26 Pot feeder filters and/or strainer
- 4.10.8.1.27 Other material requirements:
  - 4.10.8.1.27.1 When equipment or parts are replaced as a unit, and an updated design of the replacement is available, the newer design item shall be used as a replacement.
  - 4.10.8.1.27.2 If a part is found to be defective it shall be replaced at no cost to the City, unless the replacement is included in a larger service. For example: multiple components are required to be replaced due to an electrical fire, lightening, etc., unless the defective part is the cause of the larger replacement.

4.10.8.1.27.3 Replace packing material on control valves and in pump as often as necessary to insure proper operation and to prevent valves and pumps from leaking.

**4.10.8.2 Materials not included** in the service maintenance include:

- 4.10.8.2.1 Replacement Pumps
- 4.10.8.2.2 Replacement Controllers
- 4.10.8.2.3 New pot feeder, bypass feeders, and other feeder
- 4.10.8.2.4 Sulfuric Acid
- 4.10.8.2.5 New Chemical Feed Tanks
- 4.10.8.2.6 New Mixer
- 4.10.8.2.7 pH Sensors**

4.10.9 **Minimum Expected Services:** The items below are provided so that Contractor understands the minimum expected service levels to be provided to the City under the terms of this contract. The service level consists of, but shall not be limited to:

**4.10.9.1 Bi-weekly Services for all Open Loop Cooling Systems** (First and third weeks of each month)

- 4.10.9.1.1 Calibrate equipment,
- 4.10.9.1.2 Perform on-site tests,
- 4.10.9.1.3 Check/adjust chemical treatment,
- 4.10.9.1.4 Operational tests of all controllers, dissolver boards, and feed pumps,
- 4.10.9.1.5 Test biocide treatment effectiveness by dip slide,
- 4.10.9.1.6 Complete operating logs,
- 4.10.9.1.7 All components and systems of the equipment shall be visually inspected. It is further intended that all components are cleaned, lubricated and adjusted according to manufacturers' specifications and industry standards,
- 4.10.9.1.8 Check general operation of all related equipment, etc.,
- 4.10.9.1.9 Provide chemicals as needed.

**4.10.9.2 Quarterly Services for Heating and Cooling Closed Loops** (Second week on the following months: October, January, April, and July) For in-plant testing and analysis relative to boiler/cooling chemical treatment, the primary service representative shall spend a minimum of one (1) hour per visit, not including travel time, at the plant (City Facility) and shall provide the following:

- 4.10.9.2.1 Perform on-site tests,
- 4.10.9.2.2 Calibrate equipment,
- 4.10.9.2.3 All components and systems of the equipment shall be visually inspected. It is further intended that all components are cleaned, lubricated and adjusted according to manufacturers' specifications and industry standards,
- 4.10.9.2.4 Check general operation of all related equipment,
- 4.10.9.2.5 In plant sample collection of hot water loop system and cooling water systems for field analysis. Perform all tests necessary to evaluate performance of treatments used in the program that assures the protection of the systems,
- 4.10.9.2.6 Verify chemical treatment levels,
- 4.10.9.2.7 Replace all filters in pot feeders as needed,
- 4.10.9.2.8 Complete operating logs, etc.,
- 4.10.9.2.9 Provide chemicals as needed.

- 4.10.9.3** **During the February Inspections that are part of the Bi-weekly Services:** The Contractor shall, prior to the cooling season, submit a report on cooling towers, heat exchangers and piping, demonstrated by visual inspection, supplemented with video or photographs on the following:
- 4.10.9.3.1 Tower nozzles and basins
  - 4.10.9.3.2 Piping
  - 4.10.9.3.3 Internal surfaces of each separate heat exchanger
- 4.10.9.4** **Monthly Services for Heating System 701 MBTU and larger** (Second week each month) For in-plant testing and analysis relative to boiler chemical treatment, the primary service representative shall spend a minimum of one (1) hour per visit, not including travel time, at the plant (City Facility) and shall provide the following:
- 4.10.9.4.1 Perform on-site tests,
  - 4.10.9.4.2 Calibrate equipment,
  - 4.10.9.4.3 All components and systems of the equipment shall be visually inspected. It is further intended that all components are cleaned, lubricated and adjusted according to manufacturers' specifications and industry standards,
  - 4.10.9.4.4 Check general operation of all related equipment,
  - 4.10.9.4.5 In plant sample collection of hot water loop system and cooling water systems for field analysis. Perform all tests necessary to evaluate performance of treatments used in the program that assures the protection of the systems,
  - 4.10.9.4.6 Verify chemical treatment levels,
  - 4.10.9.4.7 Replace all filters in pot feeders as needed,
  - 4.10.9.4.8 Complete operating logs, etc.,
  - 4.10.9.4.9 Provide chemicals as needed.
  - 4.10.9.4.10 The monthly services may be reduced from a monthly frequency to different frequency as directed by CDDR.
- 4.10.10** **Equipment Failure:** If any unit on this contract fails under normal operating conditions and it is determined by the CDDR that the failure of a component was due to Contractor's negligence to perform the required maintenance accurately, then Contractor shall repair or replace the component, including replenishment of chemicals after a catastrophic loss, as required, at Contractor's expense.
- 4.10.11** **Equipment Changes:** In the event a control system is altered, modified, changed, or if any equipment is in need of replacement, the Contractor shall provide a written explanation and estimate to the designated CDDR for approval prior to performing the recommended work. The additional work will be authorized when Contractor receives a purchase order.
- 4.10.12** **Status Of Equipment Notification Requirement:**
- 4.10.12.1** Contractor shall notify the facility CDDR of any condition that impairs the continued safe use of the equipment covered under the scope of this contract, including, but not limited to: conditions which may cause injury; conditions which may cause damage to equipment; and conditions which may be hazardous. The Contractor shall notify the CDDR within thirty (30) minutes from taking out of service any equipment.
  - 4.10.12.2** Removal of Equipment from service during peak hours shall be coordinated with and approved by City. Removal of equipment for service during off-peak hours is expected, but notification to and coordination with City shall be provided.
- 4.10.13** **Contract Service Logs:** The Contractor shall maintain and provide as requested by the City, a service log. (See Submittals, 4.12.14.) Service and callback logs shall consist of but not be limited to:
- 4.10.13.1** Service Provider number,
  - 4.10.13.2** Date and time call was placed,
  - 4.10.13.3** Date and time call was received by the technician,
  - 4.10.13.4** Date and time technician arrived,

- 4.10.13.5 Mileage,
  - 4.10.13.6 Technician Name,
  - 4.10.13.7 Type of service emergency, urgent, routine, call back, scheduled maintenance, chemical supply, and other,
  - 4.10.13.8 Description of any testing and inspection, etc.,
  - 4.10.13.9 Work Completed
  - 4.10.13.10 Work Performed,
  - 4.10.13.11 Parts, components, and/or chemicals used during the service,
  - 4.10.13.12 Equipment status,
  - 4.10.13.13 If applicable, the serial number,
  - 4.10.13.14 If applicable, the model information or number,
  - 4.10.13.15 COSA staff signature, if available,
  - 4.10.13.16 Whether the technician took lunch and, if so, the time,
  - 4.10.13.17 Whether the technician departed the site to get parts, and if so, the time,
  - 4.10.13.18 Facility Name.
- 4.10.14 **Semiannual Meeting:** Contractor shall meet with CDDR on a semiannual basis. The scope of these meetings shall include, but not be limited to:
- 4.10.14.1 A review of the previous quarter's service and callbacks.
  - 4.10.14.2 A review of maintenance, including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of equipment from service;
  - 4.10.14.3 A review of any reported complaints;
  - 4.10.14.4 A review of reports, etc.
- 4.10.15 **Removal of Parts** (excluding used filters and replaced parts): No parts or components required for the performance of Services on the equipment or required for its operation may be removed from the site without written approval from City. This does not include renewal parts stocked on the job by Contractor, but does include parts and components that were installed with and are a part of the equipment, and parts delivered to the property and paid for by City, which shall remain City's sole property.
- 4.10.16 **Mechanical Rooms:** The following shall apply with regard to mechanical rooms:
- 4.10.16.1 No open storage of parts or supplies shall be permitted.
  - 4.10.16.2 Contractor shall place and keep metal parts cabinets.
  - 4.10.16.3 Mechanical rooms and parts cabinets shall be kept clean and neat at all times.
- 4.10.17 **Treatment Performance Requirements:** The following standards shall be used to evaluate industrial water treatment performances:
- 4.10.17.1 Biological Measurements for cooling towers: (Sources: Power March 1982 and June 1984)

Plate Count	Treatment Performance	Contractor Action
2 to 3 million/ml	Does not meet contract requirements	Evaluate Treatment and make changes
1 million/ml	Require treatment Modification	Evaluate Treatment and make changes
500,000 to less than 1,000,000	Require treatment Modification	System may be under control but shall be monitored
100,000 to 500,000 per ml	Acceptable range	System under control
10,000 to 100,000 per mil	Minimum treatment	System under control but evaluate treatment
0 to 10,000	Essentially sterile	Evaluate Treatment

**4.10.17.2** Corrosion Measurements for systems based on materials (Sources: Power March 1982 and June 1984)

Metal	Corrosion rate, mils/yr	Treatment Performance	Contract Action
Carbon Steel	0 to 2	Excellent Corrosion resistance – Meets contract requirements	System under control
Carbon Steel	2 to less than 3	Generally acceptable – Meets contract requirements	System under control
Carbon Steel	3 to 5	Fair corrosion resistance - Does not meet contract requirements	Evaluate Treatment and make changes
Carbon Steel	5 to 10	Unacceptable corrosion – Does not meet contract requirements	Evaluate Treatment and make changes
Copper Alloys	Less than or equal to 0.1	Negligible Corrosion rate –Meets contract requirements	System under control
Copper Alloys	0.1 to 0.25	Mild corrosion – Does not meet contract requirements	Evaluate Treatment and make changes as required
Copper Alloys	0.25 to 0.35	Low corrosion - Does not meet contract requirements	Evaluate Treatment and make changes as required
Copper Alloys	0.35 to 0.5	Moderate to fair corrosion rate - Does not meet contract	Evaluate Treatment and make changes as required
Copper Alloys	0.5 to 0.1	Poor corrosion rate – Does not meet contract requirements	Evaluate Treatment and make changes
Copper Alloys	> 1	Severe corrosion rate – Does not meet contract requirements	Evaluate Treatment and make changes

Note: Use ASTM D 2688 Corrosivity of Water in Absence of Heat Transfer for cu.

**4.10.17.3** The minimum cycles of concentration for the cooling system are 4. Cycles of concentration less than 4 do not meet the scope of work (City Code Ch. 34 – Water and Sewers, Article IV – Water Conservation and Reuse).

**4.10.17.4** Maintain a minimum of 0.5 to 1.0 ppm to free residuals CL2 halogen (Chlorine or bromine) in all cooling towers (source: Cooling Technology Institute).

**4.10.17.5** For closed loop system, the microbiological activity shall be below 10,000 organisms per milliliter.

**4.10.17.6** Required Water Quality Levels

Cooling Systems	Level
Conductivity	2,250-2,750 Micromhos
Total Dissolved Solid	1,500 maximum
pH	7 to 8
Total Alkalinity as CaCO <sub>3</sub>	80-130 ppm
Contractor shall use a trace that is compatible and in accordance with SAWS discharge requirements and other environmental requirements.	Trace level shall be based on manufacturer's recommendation
Iron (FE) as Fe	<0.1 ppm
Copper (CU) as Cu	<0.1 ppm
Heating and Cooling Closed Loops	
Conductivity	2,750 – 3,250
Nitrite	>1,000 ppm
pH	>9.0

Notes:

1. Level can be adjusted based on treatment program and inspections
2. Level can be adjusted based on equipment manufacturer's recommendations

**4.10.17.7** Use of the Contractor's products in strict accordance with instructions shall result in clean heat transfer surfaces and low corrosion rates in, boiler and chiller systems. These criteria shall be monitored by the Contractor using several methods.

4.10.18 **Treatment Requirements:** The Contractor shall:

**4.10.18.1** The Contractor shall provide a chemical inventory every quarter.

**4.10.18.2** Feed points of any chemical shall be at the existing locations unless Contractor deems it necessary to move them. The Contractor shall be responsible for taps at new locations in accordance with Section 4.10.6.7.

**4.10.18.3** The treatment program shall be comprehensive and shall include the integrated use of scale control agents, dispersants, corrosion inhibitors, pH control agents and biocides/microbiocides. Sulfuric Acid will be provided by the City.

**4.10.18.4** Tower Chemicals:

**4.10.18.4.1** Use of Phosphates, Polyphosphates or any heavy metals (such as chromate) is not acceptable for cooling towers. Contractor shall use a trace that is compatible and in accordance with SAWS discharge requirements and other environmental requirements. Trace level shall be based on manufacturer's recommendation. Scale control, dispersion, and pH control shall be achieved with use of non-toxic organic compounds and/or polymers and with the supplementary use of acid feed.

4.10.18.4.2 Corrosion inhibitor(s) shall be non-toxic organic compounds. The Contractor shall provide corrosion protection for all metal surfaces encountered in this tower loop system.

4.10.18.4.3 Microbiocide: Micro biological growth control shall limit formation of algae, slime forming bacteria, legionnaire's disease bacteria (*legionella pneumophilla*), molds, fungi, and any biological fouling organisms within the entire treated open loop cooling water system.

4.10.18.4.4 Continuous feeding of oxidizing biocides, bromine shall be used in conjunction with slug feeding a non-oxidizing biocide.

**4.10.18.5** Chilled Water

4.10.18.5.1 Use corrosion inhibitors for ferrous and non-ferrous metal with pH buffers to protect all different types of metals in the system.

**4.10.18.6** Return of Unused Chemicals

4.10.18.6.1 If the contract is terminated at any time, the Contractor shall be responsible to collect and take back all surplus chemicals within the time frame designated by the City.

4.10.19 **Spills and other failures:** The Contractor shall be responsible for:

**4.10.19.1** All clean-up costs and repairs due to any failure of Contractor's treatment program, products, equipment, or service is the Contractor responsibility at no cost to the City.

**4.10.19.2** Collection and disposal of spill material.

**4.10.19.3** If there is other damage that results from the contractor's performance or failure to perform, the Contractor shall be liable.

## **4.11 GENERAL WORK REQUIREMENTS**

4.11.1 Contractor shall furnish all labor, equipment, materials, and supplies required to comply with the solicitation.

4.11.2 Contractor shall perform all work in strict compliance with the requirements of the manufacturer's requirements, and all applicable federal, state, and local laws and regulations.

4.11.3 Contractor shall lay out the work using acceptable practices before starting any activities.

- 4.11.4 Time shall be based on actual time spent on the job site. Travel charges to the job site will NOT be allowed. Mileage and travel time to and from the job site is not reimbursable under this contract. Mileage and travel costs shall be included in the quoted prices. City shall not be responsible for trip charges and/or service charges related to Contractor delivering the wrong part. Contractor shall only invoice the City for the time spent on City property and in accordance with Price Schedule.
- 4.11.5 Before ordering any materials or performing any work, the Contractor shall verify all requirements and shall be responsible for correctness of the same. No exchange or compensation will be allowed on account of differences.
- 4.11.6 Parts, components and workmanship shall be those as recommended by the manufacturer of the equipment, professional trade standards, and applicable codes and industry standards.
- 4.11.7 Contractor shall furnish manufacturer's recommend material and other items for the maintenance of equipment to the City's Designated Departmental Representatives (CDDR).
- 4.11.8 Contractor staff, including but not limited to, supervisor, service representatives and service technicians shall meet and follow all City security and other standards.
- 4.11.9 Contractor shall be responsible for the conduct and performance of the Contractor's employees including any subcontractors.
- 4.11.10 City will provide necessary and reasonable means of access to the equipment being serviced. Contractor shall be free to stop and start all primary equipment incidental to the maintenance of the equipment as necessary provided that arrangements in advance are mutually agreed upon by the Contractor and the CDDR. The Contractor will furnish a detailed estimate of downtime for all services. Extended periods of equipment shutdown at any facility shall be coordinated through CDDR.
- 4.11.11 Contractor shall provide a digital picture for any failed part(s) and/or components the replacement cost of which is over a \$500.00, aggregated cost, within 24 hours of service or as required by this specification/scope of work. The City may require Contractor to produce the failed part for City's inspection.
- 4.11.12 Contractor shall provide a company contact and phone number for all inquiries from the City if awarded this contract. Please provide this information in Attachment M.
- 4.11.13 Prices for all services shall reflect all associated costs including materials and labor hours in accordance with Price Schedule.
- 4.11.14 Contractor's forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation of this contract.
- 4.11.15 The work in this solicitation shall be performed while the facilities are occupied or unoccupied, therefore, the Contractor shall provide the services in a manner which does not impact or interfere with occupants daily responsibilities.
- 4.11.16 Prices for all services shall reflect all associated costs including materials and labor hours in accordance with Attachment B, Price Schedule.
- 4.11.17 Other Services on this contract can only be performed with prior City approval. The City, however, reserves the right to solicit bids from other companies on Other Service work that is not specifically included in the scope of this contract.

#### **4.12 SUBMITTALS**

- 4.12.1 **Authorization from the manufacturer:** A manufacturer's letter certifying that the Contractor is authorized to provide the services required under this solicitation or a letter certifying that the vendor had performed the same type of work on the same type of equipment for the last ten (10) years. The certification or letter shall validate, to City's satisfaction, the vendor capability to perform the services required by this specification/scope of work. The letter shall be submitted with the bid response in accordance with Section 4.2.
- 4.12.2 **Product and Material Data:** Within ten (10) calendar days after notice to proceed or issuance of City purchase order for the scheduled maintenance of the solicitation, Contractor shall submit product and material data for each type of product indicated or anticipated to be used under this solicitation. The product data shall include a manufacturer's printed statement of VOC content. For other requirements, the Contractor, within five (5) calendar days after notice to proceed or issuance of City purchase order, shall provide material data information.

- 4.12.3 **Samples for Verification**, if required by City, within ten (10) calendar days after notice to proceed or issuance of City Purchase Order.
- 4.12.4 **Annual Project Schedule:** Within fifteen (15) calendar days after notice to proceed or issuance of City's Purchase Order, Contractor shall provide an annual contract/project schedule (for scheduled maintenance and chemical services) for the current fiscal year (from contract start date to September 30) to City's Designated Departmental Representative (CDDR) for approval and coordination with Facilities representative or designee. The Contractor shall provide a new schedule by September 1 for the next fiscal year (from October 1 to September 30). Contractor shall continue to provide contract/project schedule annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.12.5 **Invoicing:** In addition to the Invoicing and Payment terms in Section 006 - General Terms and Conditions and Attachment L – Working with COSA – Keys to faster payments, all invoices must be submitted in duplicate, one copy to CDDR and original invoices to Accounts Payable.
- 4.12.5.1 Invoice must include Purchase Order number.
  - 4.12.5.2 Invoices must be legible.
  - 4.12.5.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any).
  - 4.12.5.4 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.
  - 4.12.5.5 Payment by the City is deemed to be made on the date of mailing the check.
  - 4.12.5.6 The following documentation shall be attached to each invoice to validate charges:
    - 4.12.5.6.1 Proof of City Permit Fees Paid (if applicable)
    - 4.12.5.6.2 Proof of final inspection.
- 4.12.6 **Invoice Corrections:** If corrections to the invoice are required to meet City's requirements, the Contractor shall make the corrections within two (2) calendar days after e-mail notification from CDDR.
- 4.12.7 **Warranty Documents:** The Contractor shall provide warranty documents to the CDDR within five (5) calendar days after completion of the work.
- 4.12.8 **O & M Manuals:** The Contractor shall provide manufacturer maintenance procedures (O&M Manuals as applicable) to CDDR within five (5) calendar days after completion of the work.
- 4.12.9 **Installation Procedures:** The Contractor shall provide installation procedures to CDDR within five (5) calendar days after completion of the work.
- 4.12.10 **Service Plan:** The Contractor shall provide a written service plan within ten (10) calendar days after notice to proceed or issuance of City Purchase Order for the current fiscal year (from contract start date to September 30) for approval and coordination with Facilities representative or designee. The Contractor shall provide an updated service plan by September 1 for the next fiscal year (from October 1 to September 30) to the CDDR. Contractor shall continue to provide Service Plan annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.12.11 **Service Report:** Contractor shall provide a comprehensive written and/or computerized service report based on each system after services are completed in each location. The report will advise of all inspection problems or potential problems, and include the maintenance history of all components within each system. The maintenance report, to include checklists and schedules, shall be submitted to the CDDR monthly within five (5) calendar days after completion of the work. The report shall include photos showing condition and equipment information. Payment may be withheld on any unit if scheduled maintenance is not performed and/or report is not submitted as specified.
- 4.12.11.1 If the system does not pass, Contractor shall supply an itemized cost estimate to make the system functional at full load rating and with the chemical treatment levels to the CDDR.
- 4.12.12 **Safety and Spill Plans:** The Contractor shall provide a written safety and spill plan within ten (10) calendar days after award for the current fiscal year (from contract start date to September 30). The Contractor shall provide updated safety and spill plans by September 1 for the next fiscal year (from October 1 to September 30) to the CDDR. Contractor shall continue to provide safety and spill plan annually for the same period thereafter throughout the term of this contract and all renewal periods.

- 4.12.13 **Quality Control Plan:** The Contractor shall provide a written quality control plan within ten (10) calendar days after award for the current fiscal year (from contract start date to September 30). The Contractor shall provide a maintenance plan by September 1 for the next fiscal year (from October 1 to September 30) to the CDDR. Contractor shall continue to provide safety and spill plan annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.12.14 **Service Logs:** The Contractor shall provide service logs to CDDR for each location on the second week of November, February, May, and September for the previous months.
- 4.12.15 **Submittal Format:** All submittals shall be provided in written and/or electronic formats. If provided in electronic format, it must be in a format compatible with software used by the City without requiring any modification by the City in order to access the submittal.
- 4.12.16 **Life Cycle Report:** On an annual basis, Contractor shall provide an asset life cycle management program that conducts a full analysis of the current equipment installation and prepares a modernization plan to improve the equipment to modern safety, accessibility, performance, and aesthetics standards. The plan will evaluate investment schedules and constraints to assist the CDDR with budgeting the investment from individual equipment to include modernization packages for the lifetime of the building. Contractor shall provide the first plan within sixty (60) days' of contract award and September 1st of each year to the CDDR. Contractor shall continue to provide Life Cycle Reports annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.12.17 **Photos:** Contractor shall provide digital photos of failed parts within twenty four (24) hours of the service or as required by this specification to the CDDR.
- 4.12.18 **Equipment Deficiency and/or Impairment Notification:** The Contractor shall provide notification of deficiency and/or impairment of equipment in writing within twenty four (24) hours of the service.
- 4.12.19 **Key Staff:** Contractor shall provide a list of Key staff by September 1 of each year or five (5) calendar days after a change of personnel to the CDDR. In addition, the Contractor shall provide within the same time period the required certifications and licenses for any new key staff. Contractor shall continue to provide key staff report annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.12.20 **Initial Water Test Reports:** Contractor shall submit an initial water test report within ten (10) calendar days after completing the initial services. The additional water tests (every two years after the initial test) shall be provided within ten (10) calendar days after completing test; the samples shall be collected by September 1.
- 4.12.21 **Chemical Inventory:** Chemical Inventory shall be submitted within ten (10) calendar days after the second monthly and quarterly services.
- 4.12.22 **Samples Outside the Samples for Test Report:** The Contractor shall provide results of all samples taken to the CDDR within three (3) weeks.
- 4.12.23 **Other Test Reports:** The Contractor shall provide test reports within ten (10) calendar days after completing the services to the CDDR.

#### **4.13 WORK HOURS**

- 4.13.1 Normal working hours: Normal working hours are defined as Monday – Friday, 8:00 AM to 5:00 PM, exclusive of City recognized Holidays.
- 4.13.2 Overtime work hours will be Monday through Friday 5:01 p.m. to 7:59 a.m., all day on weekends and on City recognized holidays.
- 4.13.3 All work shall be coordinated with the respective facility CDDR to ensure building access and the least amount of disruption to the building occupants at all locations.
- 4.13.4 Municipal Plaza Building: Any work that will cause a disruption during City Council and other meetings will have to be rescheduled. These meetings are typically held on Wednesdays and Thursdays, in the council chambers and B and C meeting rooms.
- 4.13.5 Municipal Plaza and the Cliff Morton Development Business Center (One-Stop): Any work that will cause a disruption in service shall be performed on weekends due to the lack of equipment redundancy.

#### **4.14 BUILDING RESTRICTIONS**

- 4.14.1 **ACCESS:** The Contractor shall make prior arrangements with the designated COSA representative for access to the building(s) for performance of the service and obtain temporary access badges, if necessary.

- 4.14.2 **IDENTIFICATION.** Contractor's and/or subcontractors' personnel shall present a professional appearance and be readily identifiable to City staff when called out, to perform work under this contract. Contractor shall have the following:
- 4.14.2.1** Vehicle(s) with Contractor's Logo
  - 4.14.2.2** Contractor Uniforms or Company Logo Apparel. Contractor's personnel shall present a neat appearance and be easily recognizable as a Contractor employee. This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges which contain the company's name and employee's name. Contractor's uniforms shall be clean, unstained, well-fitting, and in good order. Shoes shall be sturdy construction and shall cover the foot to meet any required sanitation and safety requirements. Open-toed shoes, sneakers, sandals, and heels higher than two inches shall not be worn.
  - 4.14.2.3** ID Badges. Contractor's employees and subcontractors performing work under this contract shall wear ID Badges at all times while performing work under this contract. Badge content must be approved by City. As a minimum, badges will contain name of Contractor and name of Contractor performing the work (if different).
- 4.14.3 **PARKING:** The Contractor shall make arrangements with the designated City representative prior to off-loading tools and equipment at the job site. The Contractor shall park only in spaces assigned by the designated City representative.
- 4.14.4 Contractor shall park only in designated parking spaces when performing services at any location. The Contractor shall park vehicle and equipment legally and pay all associated costs for parking, if applicable. The City will not be responsible for any violations, fines, or tickets incurred by the Contractor.
- 4.14.5 **RESTROOMS:** Restrooms shall not be used for washing of tools and equipment.
- 4.14.6 **SECURITY:** The Contractor shall provide a list of all Contractor personnel or subcontractors at each job site and comply with all security measures required by the City. The Contractor personnel shall follow all required security standards and procedures to gain access to the facilities.
- 4.14.7 **Criminal Background Checks**
- 4.14.7.1** Contractor is responsible for ensuring that each person performing services under this contract has successfully undergone a statewide background check for criminal conviction(s), evaluated in accordance with EEOC guidelines. Persons assigned to work under this contract must not have had any criminal convictions within the past 3 years for either a felony or a crime of moral turpitude.
  - 4.14.7.2** Contractor shall remove an employee from service under this contract should Contractor become aware that the employee has been convicted of a crime as described above.
  - 4.14.7.3** Contractor is responsible for any costs incurred in conducting criminal background checks, which shall be performed prior to the individual performing services hereunder.
  - 4.14.7.4** In order to conduct periodic contract compliance reviews, and to the extent permitted by law, City may request or review background check results at any time. Contractor shall provide copies of the requested information, or access thereto in San Antonio, Texas, and shall obtain authorization for the disclosure from the employee at time of hire, or prior to performing work hereunder, as applicable, to the extent required. Contractor shall retain all criminal background checks for the retention period stated in section 006-General Terms and Conditions, and make them available in accordance therewith.
  - 4.14.7.5** Contractor will be providing services under this contract for facilities with access to Criminal Justice Information Services (CJIS). Persons with any of the criminal histories shown below are not allowed unescorted access to CJIS Facilities. Since City staff have their own responsibilities, Contractor's employees providing services to CJIS facilities must pass this criminal background check to provide services in these facilities.
    - 4.14.7.5.1 Felony conviction – permanent disqualifier
    - 4.14.7.5.2 Felony deferred adjudication – permanent disqualifier
    - 4.14.7.5.3 Class A misdemeanor conviction - permanent disqualifier
    - 4.14.7.5.4 Class A misdemeanor deferred adjudication - permanent disqualifier

- 4.14.7.5.5 Class B misdemeanor conviction – disqualifier for 10 years
- 4.14.7.5.6 Class B misdemeanor deferred adjudication - disqualifier for 10 years
- 4.14.7.5.7 Open arrest for any criminal offense (felony or misdemeanor) – disqualifier until disposition
- 4.14.7.5.8 Family violence conviction - permanent disqualifier
- 4.14.7.6** Security Addendum for Criminal Justice Information Services (CJIS). Contractor will be required to provide services to City departments that perform criminal justice services. Criminal Justice Agencies, such as the San Antonio Police Department, are required to comply with the security requirements managed by the Federal Bureau of Investigations (FBI) and state agencies, such as the Texas Department of Public Safety. The federal Criminal Justice Information Services Security Policy (Policy) applies to every individual, Contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Agency shall comply with the Policy and shall execute the CJIS Security Addendum attached to this agreement. Contractor's employees or agents who are subject to the Policy will be required to sign a Contractor Employee Certification and be finger printed. All costs associated with compliance with the CJIS Policy shall be borne by Contractor. Contractor shall comply with any changes made to the security requirements by law. Refer to Attachment J – CJIS Addendum.

#### **4.15 WARRANTY**

- 4.15.1 Contractor shall warrant that work performed conforms to the solicitation requirements and is free of any defect in equipment, material, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. All work provided by Contractor shall be warranted for a minimum period of one (1) year from the date of final acceptance of the work.
- 4.15.2 **PERFORMANCE WARRANTY:** Work performed shall meet all applicable standards and codes. Contractor shall guarantee all work against any defects in workmanship, and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon date of acceptance by the City.
- 4.15.3 **MATERIAL WARRANTY:** Materials provided shall be in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE. Materials shall be warranted against material defects and defects in workmanship for a period of not less than one (1) year and shall cover 100 percent parts, labor and shipping. The warranty period shall commence upon date of acceptance by the City. If the manufacturer's standard warranty period exceeds one (1) year, then the warranty period hereunder shall be the length of the manufacturer's warranty. Contractor shall be ultimately responsible for the warranty. Contractor shall provide the Facilities Management or designee with all manufacturers' warranty documents upon completion of service prior to leaving the job site.
- 4.15.4 All work performed by Contractor under the terms of this contract shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Director. City shall have the right to terminate this Contract, in accordance with Section 006 – Termination. However, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

#### **4.16 UNSATISFACTORY PERFORMANCE**

- 4.16.1 Unsatisfactory performance may result in a negative vendor performance report. COSA may consider the following performance by the vendor as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:
- 4.16.2 "Call back" to correct the previous services.
- 4.16.3 Contractor personnel assigned does not have the skill or knowledge to diagnose the problem or perform the required services.
- 4.16.4 Contractor does not provide submittals as required by the specification/scope of work.

- 4.16.5 Contractor does not complete the work as required by the specification/scope of work.
- 4.16.6 Contractor does not provide invoices as required by specification/scoped of work.
- 4.16.7 Contractor does not meet the schedules as required by specification/scope of work.
- 4.16.8 Contractor does not meet performance requirements as required by the specification/scope of work.
- 4.16.9 Contractor does not meet meeting requirements by the specification/scope of work.
- 4.16.10 Contractor does not meet documentation requirements by the specification/scope of work.
- 4.16.11 Parts, maintenance procedures, and workmanship provided by Contractor shall be those as recommended by the manufacturer of the equipment, and professional trade standards. Failure of Contractor to produce quality service under the terms established in this agreement may result in the termination of the contract by City.
- 4.16.12 Contractor does not have an effective and efficient quality program as required by the specification/scope of work.

#### **4.17 DELIVERY, STORAGE AND HANDLING REQUIREMENTS**

- 4.17.1 Contractor shall not allow chemicals to be shipped directly to any City facility for storage. All materials, products and chemicals shall be received by the Contractor at their designated location by their own staff. City staff will not accept or transport any materials, products or chemicals on behalf of Contractor.
- 4.17.2 Materials shall be protected from the environment and temperature fluctuation.
- 4.17.3 Contractor shall not allow the product to freeze.
- 4.17.4 Due to the size of mechanical rooms, the Contractor shall not store more than sixty (60) day supply of all chemicals on site. Chemical shall be placed on spill containers.

#### **4.18 QUALITY ASSURANCE AND CONTROLS**

- 4.18.1 Only trained and certified Contractor technicians shall be used to provide services.
- 4.18.2 Only products shipped directly from manufacturer or an approved distributor shall be used in this contract.
- 4.18.3 The Certified Contractor shall ensure that quality standards are met during and after maintenance services.
- 4.18.4 All services meet codes and manufacturer's standards.
- 4.18.5 The Contractor is responsible for quality services and quality control.
- 4.18.6 The Contractor shall provide a report that shows it is meeting performance requirements.
- 4.18.7 The quality program shall meet ISO 9001 and/or similar standards.

#### **4.19 SERVICES AND RESPONSE TIMES**

- 4.19.1 Contractor shall maintain the services of a professionally staffed telephone answering system so that immediate and continuous contact on a 24 hour per day, 7 (seven) days per week and 365 days per year basis can be made. Answering service personnel shall be employed by Contractor. Answering machines are not acceptable.
- 4.19.2 Contractor shall provide a point of contact (name and phone number) to be available 24/7 including week, weekend, and holidays.
- 4.19.3 Contractor shall provide name and phone number of the technician providing the services and ticket number or service number.

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

4.19.5 **SCHEDULED MAINTENANCE SERVICE:** The Contractor shall perform the scheduled maintenance on the scheduled date. If unforeseen conditions arise, (example bad weather during the scheduled date) on the initial proposed scheduled date, the Contractor shall notify CDDR via email or phone call. The rescheduled service shall be performed within seven (7) calendar days of the original scheduled maintenance date.

4.19.6 **EMERGENCY SERVICE:**

**4.19.6.1** The Contractor shall call back the CDDR within fifteen (15) minutes of receipt of phone call or email from CCDR.

**4.19.6.2** Contractor technician shall respond on site within one (1) hour of receiving the notification during both Normal Working Hours and Overtime Hours.

**4.19.6.3** If an inspection reveals a problem exists in the equipment which is attributable to Contractor's lack of adherence to scheduled maintenance and quality controls, the total cost of the emergency service visit, including parts and labor, shall be borne by Contractor, and no additional charge will be authorized by the City. If the service is not attributable to Contractor's lack of adherence to scheduled maintenance and quality controls, then Contractor shall invoice the City based on labor rates and parts upcharge per Attachment B, Price Schedule.

**4.19.6.4** An emergency call is any condition that can potentially impact the health, safety and welfare of City employees and the public as determined solely by the City. The City will identify emergency calls at time of notification.

**4.19.6.5** Contractor shall not begin any work unless specifically requested by the CDDR in writing by issuance of a purchase order or by a request in writing by email from CDDR. After a request by email, a purchase order will be provided by CDDR within seven (7) business days after receipt of proposal. Contractor shall provide a quotation of the work to be performed with an estimated cost for service calls within one (1) business day for emergency service calls. This work shall be billed in accordance with labor and parts charges listed on the Price Schedule. The City will not pay for any unauthorized parts or labor charges. Contractor shall submit invoices for Emergency Service work with the City's purchase order number reflected on the invoice.

**4.19.6.6** Some emergencies are of such a nature that it is impossible to wait for issuance of a purchase order or creation of an estimate. The CDDR will determine which situations fall under these circumstances and Contractor shall provide the services needed as directed.

**4.19.6.7** Equipment parts and/or components shall be charged at cost plus markup per the price schedule. The Contractor shall provide copies of receipts for all parts and supplies to the designated representative with the service invoice.

**4.19.6.8** The work shall be completed the same day of the notification but not to exceed twenty four (24) hours from the time of arrival to the site. If work cannot be completed during the same day of the notification due to unavailability of materials, the Contractor shall get the system operational using temporary methods if possible. The contract shall order materials within four (4) hours and shall receive materials within twenty four (24) hours of the initial notification. The equipment shall be back to normal operations within forty eight (48) hours of the initial notification. If these requirements cannot be met, the Contractor shall provide documentation to the CDDR for evaluation and a final completion date. The information shall be provided within two (2) hours from the time of arrival to the site.

4.19.7 **URGENT SERVICES:**

**4.19.7.1** Contractor shall call back the CDDR within fifteen (15) minutes of receipt of phone call or email from CCDR.

- 4.19.7.2** Contractor technician shall respond on site within two (2) hours of receiving the notification during both Normal Working Hours and Overtime Hours.
- 4.19.7.3** If an inspection reveals a problem exists in the equipment which is attributable to Contractor's lack of adherence to schedule maintenance and quality controls, the total cost of the urgent service visit, including parts and/or components and labor, shall be borne by Contractor, and no additional charge will be authorized by the City. If the service is not attributable to Contractor's lack of adherence to scheduled maintenance and quality controls, then Contractor shall invoice the City based on labor rates and parts upcharge per Attachment B, Price Schedule.
- 4.19.7.4** The work shall be completed the same day of the notification. If work cannot be completed during the same day of the notification due to unavailability of materials, the work shall be completed, within seven (7) calendar days of receipt of notification. All requirements shall be identified within twenty four (24) hours of the notification. Material requirements shall be processed and ordered within twenty four (24) hours of receipt of notification. The Contractor shall receive materials within three (3) days of receipt of notification. If these requirements cannot be met, the Contractor shall provide documentation to the CDDR for evaluation and a final completion date. All work shall be completed within seven (7) calendar days after notification. If these requirements cannot be met, the Contractor shall provide documentation to the CDDR for evaluation and a final completion date.
- 4.19.7.5** Contractor shall not begin any work unless specifically requested by the CDDR in writing by issuance of a purchase order or by an email from the CDDR. A purchase order will be provided by CDDR within seven (7) business days. Contractor shall provide a quotation of the work to be performed with an estimated cost for repair within twenty four (24) hours of the request.
- 4.19.7.6** Equipment parts and/or components shall be charged at cost plus markup per the price schedule. The Contractor shall provide copies of receipts for all parts and supplies to the designated representative with the service invoice.

**4.19.8 ROUTINE SERVICE:**

- 4.19.8.1** Contractor shall call back the CDDR within fifteen (15) minutes of receipt of phone call or email from CDDR.
- 4.19.8.2** Contractor technician shall respond on site within four (4) hours of receiving the notification during Normal Working Hours.
- 4.19.8.3** If an inspection reveals a problem exists in the equipment which is attributable to Contractor's lack of adherence to schedule maintenance and quality controls, the total cost of the routine service visit, including parts and/or components and labor, shall be borne by Contractor, and no additional charge will be authorized by the City. If the service is not attributable to Contractor's lack of adherence to scheduled maintenance and quality controls, then Contractor shall invoice the City based on labor rates and parts upcharge per Attachment B, Price Schedule.
- 4.19.8.4** Equipment parts and/or components shall be charged at cost plus markup per the price schedule. The Contractor shall provide copies of receipts for all parts and supplies to the designated representative with the service invoice.
- 4.19.8.5** The work shall be completed the same day of the notification. If work cannot be completed during the same day of the notification due to unavailability of materials, the work shall be accomplished within fourteen (14) calendar days after identifying the materials and other requirements and with City's approval. All requirements shall be identified within twenty four (24) hours of the notification. Material requirements shall be processed and ordered within twenty four (24) hours of receipt of notification. The Contractor shall receive materials within seven (7) days of the notification. If these requirements cannot be met, the Contractor shall provide documentation to the CDDR for evaluation and a final completion date.
- 4.19.8.6** Contractor shall not begin any work other than Scheduled Maintenance, unless specifically requested by the CDDR in writing by issuance of a purchase order or by a request in writing by

email from CDDR. Contractor shall provide a quotation of the work to be performed with an estimated cost for repair within twenty four (24) hours of the request.

**4.20 CALL BACKS AND RESPONSE TIME:** Call backs are returns for inspections or services for an incident that City previously requested, and for which Contractor previously reported having completed the services. Call backs during normal working hours and after normal working hours and city recognized holidays are included in the price of this contract. Call-back service is included at no additional cost to City. Call back response time shall be in accordance with an emergency service call.

**4.21 OUT OF SERVICE CREDITS**

4.21.1 Whenever any Equipment or related components are inoperable or malfunctioning for extended periods, substantial and intangible harm may accrue to the City, its citizens and patrons. Therefore, it is imperative that Contractor respond to City's requests for service in a timely manner and complete all scheduled maintenance and repair within the time periods provided.

4.21.2 The City may invoke service credits if Contractor fails to return a call for service within the 15 minute response period, or fails to respond on site to a request for service within four (4) hours after Contractor's required response time for routine calls, two (2) hours after Contractor's required response time for urgent calls, or one (1) hour after Contractor's required response time for an Emergency Call. The applicable respective four-hour (4), two-hour (2) or one-hour (1) period starts when Contractor receives notification from the CDDR via a service call. Contractor shall be deemed to have received the service call or email at the time it is sent by City.

4.21.3 City may also invoke service credits if Contractor fails to: (a) complete rescheduled Maintenance Service within fourteen (14) calendar days of the originally scheduled maintenance date; (b) provide a quotation of the work to be performed with an estimated cost for repair within twenty four (24) hours of the request, or, in the case of Emergency Requests, within the same business day; (c) complete Routine Service requests within fifteen (15) calendar days after receipt of City's purchase order, if work cannot be completed during the same day of notification due to unavailability of materials; (d) complete Urgent Service requests within seven (7) calendar days after receipt of City's purchase order or notice to proceed by email if work cannot be completed during the same day of notification due to unavailability of materials; and (e) complete Emergency Service requests within twenty-four (24) hours after receipt of City's purchase order or notice to proceed by email if work cannot be completed during the same day of notification due to unavailability of materials.

**4.21.3.1** Scheduled service work that is not completed and results in an inoperable system is not cause for a waiver of the Service Credit.

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

4.21.5 The Service Credit is \$50.00 per hour or fraction of an hour, for each failure to meet a required response time, failure to provide a quotation of the work to be performed within the required period, and for each failure to complete repairs within the required period, and continues to accrue until such time as Contractor responds, provides the quotation, or completes the repair, as applicable. Acceptable operation of Equipment must be verified by the CDDR for repairs to be considered completed.

4.21.6 The Service Credit is not invoked in those instances where inoperable systems are a result of an accident caused by others and not due to Contractor's error, lack of scheduled maintenance, negligence, or failure to meet the response times indicated herein. Contractor is responsible for ensuring that the CDDR is made aware of these situations within thirty (30) minutes of arrival.

4.21.7 The Service Credits apply to equipment and related components separately; therefore, simultaneous breakdowns of several units may invoke multiple Service Credits. However, Service Credits shall not be applied in such a manner that would result in Contractor paying double or multiple credits for one item of Equipment that is inoperable.

4.21.8 The CDDR shall be the final authority on whether or not a service credit is invoked. When a service credit has been invoked, Contractor shall calculate such service credit and Contractor shall include the deduction on the next invoice. If the amount of the Service Credit exceeds the amount of the invoice, Contractor must continue to apply the service credit to subsequent invoices until the full amount has been applied. If the contract is at the end of its term, Contractor shall pay City any balance due in Service Credits within thirty (30) calendar days of the contract's expiration or termination. City's failure to invoke service credits at any point in time shall not be deemed a waiver. Continual failures by Contractor to expedite work to correct malfunctions is cause for

termination of the contract and use of performance bond monies, among other things, may be utilized to perform required services.

4.21.9 The Parties agree that these Service Credits are liquidated damages, and not a penalty.

#### **4.22 SPECIAL CONDITIONS**

4.22.1 Contractor will not be responsible to install additional equipment that may be required or recommended by insurance companies, governmental agencies, or others.

4.22.2 There shall be no escalation of price for maintenance, chemicals or hourly rates for service calls during the first two years of the contract. Beginning January 1, 2021, pricing for maintenance, chemicals and hourly rates for service calls may be modified annually in accordance with the CPI Index as stated below (See Section 005 – SUPPLEMENTAL TERMS & CONDITIONS, Consumer Price Index).

4.22.3 If at any time, after the date of the bid, Contractor reduces the comparable price of any article or service covered by this bid to customers other than City, the price to City for articles or services shall be reduced proportionately. Such reductions shall be effective at the same time and in the same manner as the reduction in price to customers other than City. In addition to invoicing at the reduced prices, Contractor shall furnish promptly to City complete information as to such reductions.

4.22.4 During the contract period, the City may add or delete locations and/or equipment for scheduled maintenance, chemical services and other services of equipment. If a location or unit of equipment is deleted from the Contract, the Contractor shall reduce the contract fee by the full amount for the specific locations and/or equipment that is deleted. If equipment is added to an existing location, or a new location is added to the contract, City shall pay Contractor in accordance with the price stated in the Price Schedule for added equipment. An amendment to the Contract will be required to implement the change.

4.22.5 City reserves the right to make, or cause to be made, inspections and tests whenever it deems advisable or necessary to ascertain that the requirements of this specification/scope of work are being fulfilled. The Contractor agrees to furnish personnel to accompany City and/or its representatives during such inspections at no cost to City. Deficiencies noted shall be submitted in writing to the Contractor. The Contractor shall, promptly (within ten (10) calendar days, unless otherwise agreed upon by City), correct deficiencies covered under the terms of this specification/scope of work at Contractor's expense.

4.22.6 Should Contractor require remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs shall be at Contractor's expense and may only be installed with prior approval from CDDR.

4.22.7 Contractor shall pay for all state and/or local inspection fees with regard to operation of equipment covered by this specification/scope of work.

4.22.8 The City may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from City. Contractor agrees:

**4.22.8.1** 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.

**4.22.8.2** Not to disclose any such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of the City to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining the City's written approval, except to the extent necessary in connection with performing Services or when required by law.

4.22.9 Contractor shall not, in the course of performance of this specification/scope of work, or thereafter, use or permit the use of the City name or the name of any affiliate of the City, or the name, address or any picture or likeness of or reference to the City in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of City, as applicable.

4.22.10 Contractor shall complete any required scheduled maintenance, service calls, repair and/or replacement of all defective parts prior to the end of the contract period. In the event this is not accomplished prior to completion of contract, the City reserves the right to procure the service elsewhere and charge Contractor for the difference in cost of such services. Contractor shall pay the said sum within twenty (20) calendar days of receipt of the City's notice.

4.22.11 Electrical Components, Devices, and Accessories: All components, devices, and accessories shall be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to the Authority Having Jurisdiction (AHJ) and marked for intended use. All electrical work shall be performed by an electrical

contractor licensed in the State of Texas. If repairs are needed that require the work of a licensed electrical contractor, Contractor will provide City with an estimate of the cost, including the cost of the licensed electrician. City shall have the option to allow Contractor to proceed with the work or may procure the electrical services separately.

- 4.22.12 Plumbing Components, Devices, and Accessories: All components, devices, and accessories shall be listed and labeled as defined in the International Plumbing Code, by a testing agency acceptable to the AHJ and marked for intended use. All plumbing work shall be performed by plumbing contractor licensed in the State of Texas. If repairs are needed that require the work of a licensed plumbing contractor, Contractor will provide City with an estimate of the cost, including the cost of the licensed plumber. City shall have the option to allow Contractor to proceed with the work or may procure the plumbing services separately.
- 4.22.13 If in the case of a catastrophic loss of chemicals, Contractor may be required to provide the City with an estimate of chemical replenishment which will be priced according to Price Schedule – Part II-C Water Analysis or alternatively, Price Schedule Part I, Group 5. The Safety Data Sheet shall also be provided.”
- 4.22.14 The Contractor shall solve problems:
- 4.22.14.1 To solve any specific problem, and at the request of the CDDR, Contractor shall provide analysis reports. Analysis reports shall be submitted, within ten (10) days from the date of collection, to the CDDR.
- 4.22.14.2 Research, Laboratory Back-Up and Problem Solving - Contractor shall have an in-house laboratory or access to a contract laboratory capable of assisting in solutions of problems that may cause loss of efficiency or equipment damage.
- 4.22.14.3 All lab costs for problem-solving and/or any other required analysis, as may be requested by the CDDR, shall be at Vendor's expense as included in the prices stated in Attachment B, Price Schedule. This includes any research or lab costs, whether at vendor's in-house lab or at a lab outside vendor's facility.

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or JANUARY 1, 2019, whichever is later. This contract shall terminate on DECEMBER 31, 2020.

### Renewals.

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

### Temporary Short Term Extensions.

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

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

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

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

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

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

### Consumer Price Index

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

The Base Price that is subject to price adjustment is the price for maintenance and hourly rates for service calls shown on the Price Schedule submitted by Vendor with its original bid.

Index. The Consumer Price Index ("CPI") series that will be used to escalate the base payment is the Consumer Price Index for Urban Wage Earners and Clerical Workers (Current Series); Series ID: CWUR0300SA0; Series Title: All items South urban, urban wage earners and clerical workers, not seasonally adjusted; Area: South; Item: All items; Base Period: 1982-84=100.

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

Date for Price Adjustment. Prices may be adjusted annually (the "Price Adjustment Date") beginning January 1, 2021.

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

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

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

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

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

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

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

If the CPI index referred to above is discontinued, the Parties shall use the most nearly comparable statistics published by the BLS, or, if the BLS ceases to publish such statistics, those published by a recognized financial authority, as determined solely by City.

Limitation of Price Adjustment. In no event shall the aggregate of all price adjustments authorized herein for any given Line Item exceed 6% of the original base price for that Line Item. If the calculation results in an increased price that would exceed this limitation, the price adjustment shall be limited to a maximum price adjustment of 6% of the original base price.

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

City may initiate a price adjustment in the event of falling prices. City shall notify Vendor at least 60 days prior to the date the price adjustment is to take effect.

## Insurance

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

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

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

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability.	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. Property Insurance: For physical damage to the property of LESSEE, including improvements and betterment to the Leased Premises	Coverage for replacement value with a minimum co-insurance factor of eighty percent (80%) of the cost of Contractor's property

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

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

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

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

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

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

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

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

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

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

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

Bid Bonds.

Contractor must submit a bid bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$1,000.00. The Bid Bond shall be valid for 120 days following the deadline for submission of bids. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Bidder is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Bid Bond will be disqualified.

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

### Payment Bond.

Contractor shall provide a payment bond in the amount of \$50,000.00 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). Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. The bond must be executed and delivered to City prior to commencement of work under this contract. Contractor is required to maintain the bond's value at \$50,000 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. In addition, for any repairs exceeding the bond's value, 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.

### Performance Bond.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the amount of \$50,000.00. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract. Contractor is required to maintain the bond's value at \$50,000 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. In addition, for any repairs exceeding the bond's value, 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.

### Prevailing Wage Rates.

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

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

Contractor shall keep records as provided for by section 2258.024 of the Texas Government Code for the duration of the contract and for the records retention period indicated in Section 006-General Terms & Conditions.

### Workers' Compensation.

#### Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Incorporation of Attachments.

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

Attachment A – Part One – General Information

Attachment A – Part Two – Experience, Background, & Qualifications

Attachment A – Part Three – Proposed Plan

**Attachment B – Price Schedule – Part I – Revision I Dated October 2, 2018**

**Attachment B – Price Schedule – Part II – Water Analysis**

Attachment C – Contracts Disclosure Form

Attachment D – Litigation Disclosure Form

Attachment E – Veteran-Owned Small Business (VOSB) Preference Program Tracking Form

Attachment F – Certificate of Interested Parties (Form 1295)

Attachment G – Equipment List

Attachment H – Site Visit Schedule

Attachment I – Prevailing Wages

Attachment J – Criminal Justice Information Services (CJIS) Addendum

Attachment K – City Holidays

Attachment L – Working with COSA – Keys to Faster Payments

Attachment M – Contractor's Point of Contact Information

Attachment N – Life Cycle Report Form (Sample)

Attachment O – Proposal Checklist

**Attachment P – Map to Office of the City Clerk, c/o Municipal Archives & Records Facility**

**Attachment Q – Continuation of Water Analysis Simulation from Attachment A – Part Three Proposed Plan**

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

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

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

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

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

## Records Retention.

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

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

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

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

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and

supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

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

**Prohibition on Contracts with Companies Boycotting Israel.**

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

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

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

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

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

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

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

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

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

## 007 - SIGNATURE PAGE

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

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

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

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

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

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

### Respondent Information

Please Print or Type

Vendor ID No.

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Signer's Name

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Name of Business

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Street Address

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City, State, Zip Code

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Email Address

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Telephone No.

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Fax No.

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City's Solicitation No.

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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

### 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: \_\_\_\_\_

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

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

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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:

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List Related Companies:

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- 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.

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- 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

The Contractor shall provide with bid response a list of at least three (3) references for which equipment services of the same type and to the same degree was provided within the last three (3) years. References shall include the company name, point of contact, phone number, description of services provided, date of service, and size of facility. The contact person named shall be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

**Failure to submit a list of references may cause bid to be disqualified.** The City reserves the right to contact any or all references prior to an award. Any negative responses may result in rejection of the proposal.

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

## ATTACHMENT A, PART TWO

### EXPERIENCE, BACKGROUND, QUALIFICATIONS

1. 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 and provide summary of equipment that were maintained by the vendor.
2. For evaluation purposes, Contractor shall submit a list of service contracts within the last ten (10) years (pursuant to Section 004, subsection 4.2.10, and list any names under which the organization has performed business within the last five (5) years.
  - a. **The Contractor shall provide with bid response a list of at least three (3) references** for which equipment services of the same type and to the same degree was provided within the last three (3) years. References should include the company name, point of contact, phone number, description of services provided, date of service, and size of facility. Bidder shall submit, upon request of the City of San Antonio, for evaluation purposes, a resume of experience of the assigned foreman and service personnel. Contractor shall provide a list of other name(s) under which organization has done business within the last five (5) years. **Failure to submit a list of references may cause bid to be disqualified.** The City reserves the right to contact any or all references prior to an award. Any negative responses may result in rejection of the bid.
  - b. Contractor shall submit with its bid a list of equipment previously maintained by Contractor that is of the type and grade to be maintained under this specification/scope of work. Include the quantity of each unit, length of time for which services were provided, dates services were provided, and name of owner of each equipment. Contractor may include the same information pertaining to similar equipment for which Contractor has provided services.
3. Describe Respondent's specific experience with public entities, and large municipalities with contracts of similar scope. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past. Provide detailed information of joint venture's and/or sub-contractors responsibility within the contract.
6. Provide Respondent's technician's factory trained certifications for maintenance service, other services and as required specification/scope of work.
7. Provide documentation certifying technicians have OSHA work environment certifications, and chemical usage safety training.
8. Fully describe Respondent's company and experience as it relates to the following:
  - a) History of company (to include number of years/months in business);
  - b) History of company operations and types of services performed over the past ten (10) years;
  - c) List any names under which the organization has performed business with the last five (5) years.
  - d) History of water treatment scheduled maintenance service contracts, businesses/organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.

9. Provide Respondent's Federal Insecticide, Fungicide, and Rodenticide ACT (FIFRA) and the State of Texas certification, as applicable.
10. Provide documentation that technicians have complete technical training by certified third party institution and/or organization as required by Section 4.2 (PROOF OF LICENSING AND CAPABILITY). Ensure that certification by the Association of Water Technologist (CWT) or other industry recognized organization is included for technicians, specifically required in Section 4.2.9.
11. Provide Respondent's technicians certification to work with chemicals used in this solicitation.
12. Provide documentation that substantiates the technicians have more than 10 years of experience, pursuant to Section 004, Subsection 4.2.3.
13. Provide Respondent's manufacturers equipment certification as an authorized service provider or as required by Section 4.2 (PROOF OF LICENSING AND CAPABILITY).
14. State the primary work assignment and the percentage of time that key personnel will devote to the project if awarded the contract. This required information is pursuant to Section 004, Subsection 4.2.12 and should include each person's qualifications.
15. Provide Respondent's quality program standards.
16. Provide Respondent's continuing education program.
17. Provide documentation that plumbing and electrical staff are certified as journeyman by the State of Texas.
18. Additional Information: Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
19. Provide evidence that the respondent's testing laboratory meets the requirements of Section 4.2 (PROOF OF LICENSING AND CAPABILITY, specifically, 4.2.7).
20. If respondent meets the desired certification for chemical inhibitors and general corrosion by the National Association of Corrosion Engineer (NACE) or other industry recognized organization, please provide evidence of such as per Section 4.2 (PROOF OF LICENSING AND CAPABILITY, specifically, 4.2.8).

## ATTACHMENT A, PART THREE

### PROPOSED PLAN

**Industrial Water Treatment - Scheduled Maintenance and Other Services Plans** – Prepare and submit narrative responses to address the following items.

**1. Ramp Up Plan (Mobilization Plan)** – Describe how Respondent will ramp up to meet Building Equipment Services Department specification/scope work requirements and implement contract upon award. Provide information such as staffing, availability of equipment, chemicals, parts, and repair services, and customer service. Provide an implementation timeline beginning upon notice of award for Respondent to be able to mobilize.

- a. Describe the steps or actions the vendor will take to become familiar with the equipment, at the different locations.
- b. Explain how Respondent is planning to develop the required plans.

**2. Staffing Plan and Organization Plan (i.e., who is going to be part of the Contract?)** – Describe Respondent's Staffing Plan to provide specification/scope of work requirements for all facilities listed.

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.

The Staffing and Organization Plan shall address these items:

- a. Provide number of personnel that is proposed for this contract.
  - i. Explain Respondent's staff roles/responsibilities that will be assigned to the contract.
- b. Describe Respondent's current capacity to serve the contractual duties of this contract and other contracts 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.
  - i. Describe Respondent's current equipment/materials and resources to perform scope of services.
  - ii. Quantify and/or list the available equipment/materials and resources to perform scope of services.
  - iii. Explain how the Respondent is planning to meet the other services as required by the specification/scope of work.
    - 1) Describe Respondent's response plan for Emergency, Urgent and Routine. Indicate how Respondent will meet the required minimum response time for each service call. Include information on how Respondent meets (or will meet) the requirement to (establish) maintain an office that allows the required response.
    - 2) Explain how Respondent is planning to meet multiple service calls and continue with the scheduled maintenance requirements.
    - 3) Explain how the Respondent is planning to have sufficient tools and/or materials so these items are not a limiting factor in meeting multiple service calls.
- iv. If additional resources are needed, describe in detail your plan for acquiring these resources.
  - 1) Explain how additional equipment/material and resources that are readily available to perform required services may be obtained.
- c. Explain how the Respondent is planning to meet technician certification requirements for all services.
- d. Describe process for performing Criminal Background Checks on all employees and retention procedure for maintaining background checks.
- e. Describe Respondent's plan for providing service during normal working hours and after-hours, weekends, and holidays as requested. Provide point of contact information.
- f. Respondent's Contact Information: Normal Working Hours and After-Hours, including weekends, and holidays:

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

- g. Organization Plan – Provide an example of your organization plan and the staff that will provide the different services under this contract.
- i. Organizational charts
  - b. Technical level and certification for the staff in the organization charts.
  - c. Services to be provided by the staff in the organization chart.
3. **Scheduled Maintenance Plan** – Describe Respondent's proposed plan to conduct operations, including service categories, specific tasks, staff assigned, and schedule of events.
- a. Describe Respondent's plan to meet the scheduled maintenance, and other service requirements throughout the term of the contract as required by the specification/scope of work. Identify tasks and schedule. Provide written procedures of all maintenance tasks to be performed.
  - b. Respondent shall include a copy of the proposed scheduled maintenance plan for BESD equipment.
  - c. Respondent shall include a copy of the service report for BESD equipment.
  - d. Respondent shall include a copy of the service log for BESD equipment.
  - e. Explain Respondent's plan to develop Service Plan
    - 1) Identified the standards that shall be used for Service Plan.
    - 2) Provide example of service plan.
    - 3) Explain how the Respondent is planning to develop service plan, the documents that will be used to develop plan and the required checklists or maintenance action sheets
  - f. Explain how Respondent is planning to provide documentation of all services required by the scope of work.
    - 1) Provide example of service plan, service reports, service log, life cycle report and other documentation.
  - g. Explain how Respondent is planning to develop the Life Cycle Report. Explain how the Respondent is planning to use service call information and the results from the scheduled maintenance to support the information in the Life Cycle Report. An example of the Life Cycle Report form is provided as Attachment N.
  - h. Explain how Respondent is planning to meet warranty requirements.
  - i. Explain how Respondent is planning to meet Operations & Maintenance documentation requirements. Provide an example of a typical O&M documentation.
  - j. Explain how Respondent is planning to get technical support for services that would require support from manufacturer or other organization.
4. **Quality Control Plan** – Describe Respondent's current 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.
- a. Explain how the Respondent is planning to address issues when City Staff has concerns on Contractor employees' performance.
  - b. Explain how Respondent is planning to use industry standards to meet quality requirements.
  - c. Explain how Respondent is planning to provide quality documentation that meets the specification/scope of work requirements.

- d. Explain how Respondent is planning to provide accurate and timely invoices.
  - e. Explain how Respondent is planning to use service calls, equipment information and call backs to improve equipment usable life, energy and water conservations, efficiency, operation effectiveness, reliability; staffing; scheduled maintenance plan, etc.
  - f. Explain how Respondent is planning to perform quality and safety inspections.
  - g. Explain how Respondent is planning to address erroneous troubleshooting and service recommendation.
5. **Customer Service Plan** – Describe Respondent's customer service plan and discuss lines of communication and interaction with City Staff and others.
- Provide primary point of contact information for Awarded Contractor(s) Account Representative. Respondent shall submit, with its proposal submittal, the name, address, and phone number of the person(s) to be contacted for the coordination of service. Respondent shall submit preferred method(s) to receive service requests from City departments.
- a. Explain how Respondent is planning to work with the City Staff to meet the scope of work requirements.
  - b. Explain how Respondent is planning different organization levels is going to work with the City Staff to meet the scope of work requirements.
  - c. Explain how Respondent is planning to provide submittals, invoices, and other documents.

**Awarded Contractor(s) Account Representative:**

<b>Name:</b>			
<b>Title:</b>			
<b>Office Location:</b>			
<b>Mailing Address:</b>			
<b>Fax #</b>			
<b>Email:</b>			
<b>Office Phone:</b>	<b>Cell Phone:</b>		

**Service Request Information:**

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

<b>Contact Person:</b>			
<b>Phone:</b>			
<b>Fax #:</b>			
<b>Email:</b>			

6. **Safety and Spill Plan** – Describe how Respondent will implement a Safety and Spill Plan for the contract, including plan to address work hazard assessment and employee injuries and accidents.
7. **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.

8. **Environmental Standards/Practices** – Describe how Respondent will utilize environmentally friendly (green) chemicals, products and practices. Provide a listing of environmentally friendly (green) chemicals and service products/options that will be suggested to City Staff.
9. **Tools and Parts** – Describe Respondent's ability to obtain and maintain any necessary proprietary tools and chemicals necessary to perform the cleaning and inspection requirements of the scope of services. Provide an inventory of short-term and long-term delivery items.
10. **Warranty** – Describe Respondent and manufacturer warranty programs for parts and services required for Respondent to perform the scope of services for this contract.
11. **Life Cycle Management Program and Report** – Describe Respondent's ability to provide a life cycle management program and report 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.
12. **Invoicing Plan** – Provide an example of an invoice, displaying the invoices information requirements per Section 004 – Specifications / Scope of Service.
13. **Equipment at International Center** - Pursuant to Section 004 – Specifications / Scope of Work, Subsection 4.10.2.8, and the corresponding Item #27 in Attachment B - Price Schedule, provide a complete list of the equipment to be installed at the International Center. The information provided must include, but not be limited to the Manufacturer's Name and Model # and an overall description of the equipment.
14. **Equipment at Public Safety Headquarters (PSHQ)** – Pursuant to Section 004 – Specifications / Scope of Work, Subsection 4.10.2.9, and the corresponding Item #28 in Attachment B - Price Schedule, provide a complete list of the equipment to be installed at the Public Safety Headquarters. The information provided must include, but not be limited to the Manufacturer's Name and Model # and an overall description of the equipment.
15. **Additional Information** – Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.
16. **Using the Price Schedule – Part II Water Analysis** data, provide the sulfuric acid dosage for the following cycles of concentration (COC) and provide the work performed to arrive at these. Please see Attachment Q.
  - a) 3 cycles of concentration -
  - b) 4 cycles of concentration
  - c) 5 cycles of concentration.
17. **Using the Price Schedule – Part II Water Analysis** data, provide the calculations used for the evaporation, makeup and blowdown rates in number of gallons per day based on 3 cycles of concentration, 4 cycles of concentration, and 5 cycles of concentration. Please see Attachment Q.
18. **The Price Schedule – Part II Water Analysis is a simulation of a water treatment system** and not reflective of City equipment's chemical levels. The City is requesting the water analysis simulation data and results in order to determine respondent's knowledge, expertise, and logic in the chemical treatment of water systems. In addition, City seeks to evaluate chemical prices used in the simulation since awarded respondent's chemicals will be used to treat the City's water systems. In keeping with the simulation exercise, City has revised Attachment Q to include the request for a simple diagram illustrating several key equipment specifications.

**Attachment B**

**Price Schedule – Revision 1 Dated October 2, 2018**

Posted as a separate document.

**Attachment C**  
**CONTRACTS DISCLOSURE FORM**

Contracts Disclosure Form may be downloaded at:

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

Instructions for completing the Contracts Disclosure form are listed below:

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

**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.**

**Attachment E**

**Veteran-Owned Small Business (VOSB) Preference Program Tracking Form**

**(Posted as a separate document)**

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

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

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

## Attachment F

### Certificate of Interested Parties (Form 1295)

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

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

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

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

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

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

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

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

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

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

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

Attachment G

Equipment List

LOCATIONS	EQUIPMENT AT LOCATION AND QUANTITY OF SERVICES REQUIRED		
	CLOSED LOOP	OPEN LOOP	BOILER
	Quarterly Service	Bi-Weekly Service	Quarterly Service
Emergency Operations Center (EOC)	YES	No	No
Public Safety Technology Center (PSTC)	YES	No	YES
Public Safety Emergency Dispatch Center (PSAP)	YES	No	No
International Center	YES	YES	No
City Hall- DELETED	YES	No	YES
Cliff Morton Development Business Service enter (One Stop)	YES	No	No
Municipal Plaza Building	YES	YES	YES
Municipal Courts (Frank D. Wing) Building	YES	YES	YES
Public Safety Headquarters (PSHQ)	YES	YES	No
Traffic Building	No	No	YES
Fire Training Academy	YES	No	YES
Police Training Academy	YES	No	YES

**Attachment H****Site Visit Schedule****Site visits are optional, but HIGHLY encouraged**

Please Note: The International Center is the only location which requires the equipment to be replaced, as per RFCSP Section 004, 4.10.2.8.

<b>Location</b>	<b>Address</b>	<b>Date &amp; Time (all times are Central Time)</b>	
<b>PLEASE NOTE: Site visits for these locations are the day of the Pre-Submittal Conference</b>			
* International Center	203 S. St. Mary's	July 10, 2018	12:00 p.m.
City Hall	100 Plaza de Armas	July 10, 2018	12:30 p.m.
Municipal Plaza Building	114 W. Commerce St.	July 10, 2018	1:00 p.m.
* Public Safety Headquarters (PSHQ)	315 S. Santa Rosa Ave.	July 10, 2018	2:00 p.m.
Traffic Building	223 S. Cherry St.	July 10, 2018	2:30 p.m.
Municipal Courts (Frank D. Wing) Building	401 S. Frio St.	July 10, 2018	3:00 p.m.
Public Safety Technology Center (PSTC)	515 S. Frio St.	July 10, 2018	3:30 p.m.
Cliff Morton Development Business Center (One Stop)	1900 S. Alamo St.	July 10, 2018	4:00 p.m.
<b>PLEASE NOTE: Site visits for these locations are the day after the Pre-Submittal Conference</b>			
Emergency Operations Center (EOC)	8130 Inner City Brooks Dr.	July 11, 2018	9:00 a.m.
Public Safety Emergency Dispatch Center (PSAP)	8039 Challenger Dr.	July 11, 2018	9:30 a.m.
Police Training Academy	12200 SE Loop 410	July 11, 2018	10:30 a.m.
Fire Training Academy	300 S. Callaghan	July 11, 2018	11:30 a.m.

**Attachment I**

**Prevailing Wages**

Posted as a separate documents.

## Attachment J

### Criminal Justice Information Services Addendum

#### FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

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

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

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

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

#### 1.1 Definitions

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

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

#### 2.1 Responsibilities of the Contracting Government Agency.

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

#### 3.1 Responsibilities of the Contractor.

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

#### 4.1 Security Violations.

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

4.3 Security violations can justify termination of the appended agreement.

4.4 Upon notification, the FBI reserves the right to:

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

#### 5.1 Audit

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

#### 6.1 Scope and Authority

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

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

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

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

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

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

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

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

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

---

Signature of Contractor Employee      Date

---

Printed or Typed Contractor Employee Name

---

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

---

---

Signature of Contractor Representative      Date

---

Printed or Typed Name of Contractor Representative

---

Organization Name and Representative's Title

### **Texas Signatory Page**

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

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

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

---

Printed Name of Agency Representative

---

Signature of Agency Representative      Title

---

Agency Name and ORI Date

---

Printed Name of Vendor (Contractor) Representative

---

Signature of Vendor (Contractor) Representative      Title

---

Vendor Organization Name      Date

**Attachment K**

**City Holidays**

For an updated list of City recognized holidays, please visit:

<http://www.sanantonio.gov/Commpa/holidaysandclosures>

**Attachment L**

**WORKING WITH COSA – KEYS TO FASTER PAYMENT**



**CITY OF SAN ANTONIO**

***Working with COSA ---- Keys to faster payments***

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

- ❖ COSA works on a Purchase Order (PO) system. It is the vendor's responsibility to obtain a valid Purchase Order from the ordering department each time an order is placed.
  - The PO number is required to be included on all invoices and should be included on shipping documents where possible.
  - City PO numbers begin with "45" or "80" and are 10 digits in length.
  - Invoices received without a valid PO number are subject to return for correct billing.
  - Payment date is determined from the later of: date of receipt of goods/service or the date of receipt of a valid invoice by the City plus the number of days/ payment terms agreed to in the contract.
  - PO's are issued for a specific quantity and/or dollar value. Vendors should fill orders up to that amount and have a method of tracking when the PO value has been met. When the PO is complete, the vendor should contact the ordering City Department for a new PO number before further goods or services are provided.
  - Please ensure your invoice billing is in the same quantity and net price values as the bid. The PO will be set up per the contract and the invoicing must match the detail on the PO.
- ❖ It is our policy to not make manual corrections to invoices. Most City contracts do not allow miscellaneous charges, delivery charges and other surcharges.
  - Credit memos will be accepted to offset pricing issues.
  - Other erroneous items included may result in rejection of the invoice and will require a new, correct invoice.
- ❖ Original invoices and monthly statements should be submitted directly to Accounts Payable: Please ensure you have rules in place in your system that will prevent unauthorized requests to change the billing address.

***By Mail:***

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

***By Delivery service:***

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

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

[Accounts.Payable@sanantonio.gov](mailto:Accounts.Payable@sanantonio.gov)

Original, first time submission invoices only

[apteam@sanantonio.gov](mailto:apteam@sanantonio.gov)

Statements & status inquiries

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

- ❖ At a minimum, all invoices should include the following fields and information:
  - Vendor name, address and phone number
  - dba name (if applicable)
  - Remit address for payments (if applicable)
  - Ship to name and address
  - Invoice number – ensure it is a unique number for each invoice
  - Invoice date
  - Purchase Order number
  - Payment terms including discounts or retainage terms
  - Line item detail for each item ordered including quantity, unit price, total
  - Total invoice amount.
- ❖ Please ensure COSA receives a legible invoice, the original white or top copy, no colored paper please.
- ❖ The City is sales tax exempt. Please ensure your system is properly maintained to ensure sales tax is not included on your invoices. If you need a State of Texas Sales Tax exemption form, contact the ordering Department.
- ❖ Change of address or change of remittance address notifications should be submitted in writing to [vendors@sanantonio.gov](mailto:vendors@sanantonio.gov) or fax to (210) 207-7270 along with appropriate documentation. An updated W-9 showing the new address is required.
- ❖ Each COSA vendor is assigned to a specific AP Specialist, ready to answer your inquiries. For the contact name, please call the Accounts Payable section's main phone number and ask to be directed.

**Main phone:** 210-207-2064

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

**Finance Department  
City of San Antonio**

**Attachment M**

**Contractor's Point of Contact Information**

As per Section 4.11.12, provide the point of contact Information below:

Point of Contact Name:	
Point of Contact's Job Title:	
Physical Location/Address:	
Main Phone Number	
Alternate Phone Number	
Emergency/After Hours Phone Number:	

## Attachment N

### Life Cycle Report Form

In accordance with **Section 004, Subsections 4.10.4 and 4.12.16**, the Life Cycle Report Form will be utilized by the Contractor as a working document as per the required specifications. The basic information is shown in a table here with additional documentation required for all equipment under this contract at all locations.

**All Respondents shall submit the documentation as requested in Attachment A – Part Three, Proposed Plan, No. 3.f. and 3.g. (pg. 65) and No. 11 (pg.67).**

ABC Building located at: 123 City Drive, San Antonio, TX								
Equipment	Manufacturer, Model & Serial	Age	Condition	Performance	Years to Replace	Esti. Cost	Code Issues	Recommendation
Open Loop	Sample11/999	15	Good	Average	10	TBD	TBD	
Boiler	Sample22/999	1	New	Excellent	20		TBD	
Closed Loop	Sample33/999	25	Poor	Poor	1		TBD	

## Attachment O

### 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	
Attachment A, Part One	
Experience, Background & Qualifications	
Attachment A, Part Two	
Proposed Plan	
Attachment A, Part Three	
Price Schedule –Part I Revision 1 Dated October 2, 2018	
Price Schedule – Part II Water Analysis	
Attachment B	
* Contracts Disclosure Form	
Attachment C	
Litigation Disclosure Form	
Attachment D	
* Veteran-Owned Small Business (VOSB) Preference Program Tracking Form	
Attachment E	
* Certificate of Interested Parties (Form 1295)	
Attachment F	
* Criminal Justice Information Services Addendum, Texas Signatory Page	
Attachment J	
* Proposal Bond and Associated Power-of-Attorney	
Financial Information	
Proof of Insurability	
Insurance Provider's Letter and Copy of Current Certificate of Insurance	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
*Signed Addenda, if any	
Proposal Checklist	
Attachment O	
One <b>COMPLETE</b> (1) Original, <b>seven (7)</b> hard copies <b>WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO VOSB AND/OR PRICING TO BE INCLUDED)</b> and one (1) CD or USB flash drive of entire proposal in PDF format if submitting in hard copy.	

\*Documents marked with an asterisk on this checklist require a signature.

**Be sure all forms that require a signature are done so prior to submittal of proposal.**

007 - SIGNATURE PAGE

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

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

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

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

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

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

Respondent Information

Please Print or Type

Vendor ID No.

V1001079

Signer's Name

Toni L. Boyd

Name of Business

CHEMSEARCH, a division of NCH Corporation

Street Address

2727 Chemsearch Blvd

City, State, Zip Code

Irving TX 75062

Email Address

Chemsearch.BidDepartment@nch.com

Telephone No.

800.527.9921

Fax No.

972.438.0663

City's Solicitation No.

RFX # 18-0810 / 6100010368

  
Signature of Person Authorized to Sign Proposal

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

Respondents must submit a price for all line items to be considered responsive. No partial bid submission will be accepted.

City Facility Locations - Industrial Water Treatment - Scheduled Maintenance							
Item #	City Location & Description	Estimated Annual Quantity of Industrial Water Treatment - Scheduled Maintenance Services ( A )	Proposed Cost of EACH Industrial Water Treatment - Scheduled Maintenance Service  BIDDER SHOULD NOT INCLUDE CHEMICALS IN SCHEDULED MAINTENANCE SERVICE COST ( B )	Columns C, D, E and F are for <u>City information purposes only</u> and are NOT a separate pricing. All proposed costs & hours <u>MUST</u> be entered.			
				Proposed Cost of Initial Water Testing ( C )	Proposed Cost of Subsequent Testing every 2 years ( D )	Estimated Hours to perform EACH Industrial Water Treatment - Scheduled Maintenance Service ( E )	Proposed Annual Cost of Chemicals ( F )
1 1a	Emergency Operations Center (EOC) Closed Loop - Quarterly Service	4	167.62	0	0	1	400
2 2a	Public Safety Technology Center (PSTC) Closed Loop - Quarterly Service	4	167.62	0	0	1	400
2 2b	Public Safety Technology Center (PSTC) Boiler - Quarterly Service	4	0	0	0	1	400
3 3a	Emergency Dispatch Center (PSAP) Closed Loop - Quarterly Service	4	167.62	0	0	1	400
4 4a	International Center Closed Loop - Quarterly Service	4	0	0	0	1	400
4 4b	International Center Open Loop - Bi-weekly Service	24	310.13	0	0	1	4500
5a 5b	Deleted Deleted	4		0	0	1	
6 6a	Cliff Morton Development Business Ctr (One Stop) Closed Loop - Quarterly Service	4	167.62	0	0	1	400
7 7a	Municipal Plaza Building Open Loop - Bi-weekly Service	24	310.13	0	0	1	4500
7 7b	Municipal Plaza Building Closed Loop - Quarterly Service	4	167.62	0	0	1	400
7 7c	Municipal Plaza Building Boiler - Quarterly Service	4	0	0	0	1	400

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

Respondents must submit a price for all line items to be considered responsive. No partial bid submission will be accepted.

City Facility Locations - Industrial Water Treatment - Scheduled Maintenance							
Item #	City Location & Description	Estimated Annual Quantity of Industrial Water Treatment - Scheduled Maintenance Services (A)	Proposed Cost of EACH Industrial Water Treatment - Scheduled Maintenance Service  BIDDER SHOULD NOT INCLUDE CHEMICALS IN SCHEDULED MAINTENANCE SERVICE COST (B)	Columns C, D, E and F are for <u>City information purposes only</u> and are NOT a separate pricing. All proposed costs & hours <u>MUST</u> be entered.			
				Proposed Cost of Initial Water Testing (C)	Proposed Cost of Subsequent Testing every 2 years (D)	Estimated Hours to perform EACH Industrial Water Treatment -Scheduled Maintenance Service (E)	Proposed Annual Cost of Chemicals (F)
8 8a	Municipal Courts (Frank D. Wing) Building Open Loop – Bi-Weekly Service	24	310.13	0	0	1	4500
8 8b	Municipal Courts (Frank D. Wing) Building Closed Loop - Quarterly Service	4	0	0	0	1	400
8 8c	Municipal Courts (Frank D. Wing) Building Boiler - Quarterly Service	4	0	0	0	1	400
9 9a	Public Safety Headquarters (PSHQ) Open Loop – Bi-Weekly Service	24	310.13	0	0	1	4500
9 9b	Public Safety Headquarters (PSHQ) Closed Loop - Quarterly Service	4	0	0	0	1	400
10 10a	Traffic Building Boiler - Quarterly Service	4	167.62	0	0	1	400
11 11a	Fire Training Academy Closed Loop - Quarterly Service	4	167.62	0	0	1	400
11 11b	Fire Training Academy Boiler - Quarterly Service	4	0	0	0	1	400
12 12a	Police Training Academy Closed Loop - Biweekly Service	4	167.62	0	0	1	400
12 12b	Police Training Academy Boiler - Quarterly Service	4	0	0	0	1	400

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

Respondents must submit a price for all line items to be considered responsive. No partial bid submission will be accepted.

Group 2	Additional Locations - Industrial Water Treatment - Scheduled Maintenance							
	Item #	Respondent must propose a price for the water treatment scheduled maintenance performed on each size equipment listed in 13 - 26	Estimated Annual Quantity of Industrial Water Treatment - Scheduled Maintenance Services  ( A )	Proposed Cost of EACH Industrial Water Treatment - Scheduled Maintenance Service  BIDDER SHOULD NOT INCLUDE CHEMICALS IN SCHEDULED MAINTENANCE SERVICE COST  ( B )	Columns C, D, E and F are for City information purposes only and are NOT a separate pricing. All proposed costs & hours <u>MUST</u> be entered.			
					Proposed Cost of Initial Water Testing  ( C )	Proposed Cost of Subsequent Testing every 2 years  ( D )	Estimated Hours to perform EACH Industrial Water Treatment - Scheduled Maintenance Service  ( E )	Proposed Annual Cost of Chemicals  ( F )
13	Cooling Open Loop under 50 tons	24	310.13	0	0	1	2000	
14	Cooling Open Loop 50 to 500 tons	24	310.13	0	0	1	4500	
15	Cooling Open Loop 501 to 1,000 tons	24	310.13	0	0	1	5500	
16	Cooling Open Loop Over 1,000 tons	24	310.13	0	0	1	6500	
17	Cooling Closed Loop under 50 tons	4	167.62	0	0	1	400	
18	Cooling Closed Loop 50 to 500 tons	4	167.62	0	0	1	400	
19	Cooling Closed Loop 501 to 1,000 tons	4	167.62	0	0	1	400	
20	Cooling Closed Loop Over 1,000 tons	4	167.62	0	0	1	400	
21	Boiler less than 120 MBTU's	4	167.62	0	0	1	400	
22	Boiler 120 to 300 MBTU's	4	167.62	0	0	1	400	
23	Boiler 300 to 500 MBTU's	4	167.62	0	0	1	400	
24	Boiler 501 to 700 MBTU's	4	167.62	0	0	1	400	
25	Boiler 701 to 1,000 MBTU's	12	167.62	0	0	1	400	
26	Boiler Over 1,000 MBTU's	12	167.62	0	0	1	400	

Attachment B - Price Schedule - Part I, Revision I Dated October 2, 2018  
RFCSP 18-086, RFx: 6100010368

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

Respondents must submit a price for all line items to be considered responsive. No partial bid submission will be accepted.

<b>REPLACEMENT EQUIPMENT</b>			
<b>Item #</b>	<b>Required: International Center - Equipment &amp; Replacement</b>	<b>Labor &amp; Equipment (1-time)</b>	<b>Price per Job</b>
27	The equipment at the International Center MUST be replaced: Includes pricing of all equipment and labor to replace the current equipment at the facility with new non-proprietary equipment.	1	\$8,973.20
28	Deleted		
<b>OTHER SERVICES - LABOR HOURS AND PARTS MARKUP</b>			
<b>Item #</b>	<b>Other Services - Labor Hours</b>	<b>Estimated Annual Hours</b>	<b>Price per Hour</b>
29	Technician - Normal Work Hours Labor Rate (Monday – Friday 8:00 a.m., CT – 5:00 p.m., CT, Exclusive of City recognized Holidays)	60	144
30	Technician - Overtime Work Hours Labor Rate (Monday – Friday 5:01 p.m., CT, to 7:59 a.m., CT, all on weekends and on City recognized holidays)	30	144
31	Helper - Normal Work Hours Labor Rate (Monday – Friday 8:00 a.m., CT, – 5:00 p.m., CT, Exclusive of City recognized Holidays)	20	144
32	Helper - Overtime Work Hours Labor Rate (Monday – Friday 5:01 p.m., CT, to 7:59 a.m., CT, all on weekends and on City recognized holidays)	10	144
<b>Item #</b>	<b>Equipment Parts – Mark up cost</b>		
33	Bid Prices for parts shall be submitted on percentage of vendor cost. Evidence of said costs shall be submitted with invoice for each repair. Proof of costs shall be printed, properly identified and dated.		

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

Respondents must submit a price for all line items to be considered responsive. No partial bid submission will be accepted.

Group 5	CHEMICALS Proposed unit pricing for chemicals other than those proposed in Price Schedule - Part II - Water Analysis		
	Item #	Unit of Measure	Unit Price
	<b>Respondents must propose other chemicals which may be required to service City equipment. Provide the name, purpose, unit of measure, and unit price of chemicals not included in the Price Schedule Part II - Water Analysis</b>		
34	Chemical 1 - Name & Purpose: Chemsearch 8500LTT - Cooling Tower Scale and Corrosion Inhibitor	Lbs	6.4
35	Chemical 2 - Name & Purpose: Brommax 7.1 - Oxidizing Biocide	Lbs	8.19
36	Chemical 3 - Name & Purpose: MB-215 - Non-Oxidizing Biocide	Lbs	7.46
37	Chemical 4 - Name & Purpose: Handipak 55 Solid Cooling Tower Scale and Corrosion Inhibitor	Case	1340.06
38	Chemical 5 - Name & Purpose: Handipak 55BL Solid Block Cooling Tower Scale and Corrosion Inhibitor	Case	1362.56
39	Chemical 6 - Name & Purpose: Tower Chlor 56 - Solid Oxidizing Biocide	Case	946.76
40	Chemical 7 - Name & Purpose: AP Tech Durocide c-100G Solid Non Oxidizing Biocide	Case	1395.41
41	Chemical 8 - Name & Purpose: Chemsearch 777 Plus - Closed Loop Corrosion Inhibitor	Lbs	4.23
42	Chemical 9 - Name & Purpose:		All Prices Quoted per BuyBoard
43	Chemical 10 - Name & Purpose:		Contract #526-17

Prompt Pay Discount: \_\_\_\_\_ % \_\_\_\_\_ days.

(If no discount offered, net 30 days will apply)

Respondents must complete the Water Analysis in Part II-C given the Assumptions in Part II-B and as instructed in Part II-A. Respondents must provide their chemical data & cost to achieve the results within the acceptable levels for 3, 4, and 5 Cycles of Concentration (COC)

Respondents must submit the chemical data, unit of measure, and pricing for all line items 1-15, in Part II-C, to be considered responsive. No partial proposal submissions will be accepted.

**Part II-A: Instructions**

1. Respondents must provide their water treatment program so that items, in Column B, (Part II-C) are controlled, in accordance with acceptable levels for 3, 4, and 5 COC, and reduce the risk of Legionnaires' disease: corrosion, deposits (scaling and fouling), microbiological.
2. Given the assumptions in Part II-B, calculate the daily chemical dosages for the proposed treatment and provide all chemical data and costs in Part II-C, Columns F, G, H, I, J, M, and P.
3. **Do not include the cost of sulfuric acid in the proposed treatment.**
  - 3.1. However, calculate the daily sulfuric acid dosage in the Proposed Plan acknowledging that the sulfuric acid will be supplied by the City.
  - 3.2. Sulfuric acid information is as follows: Class A, Grade 2, 93% sulfuric acid concentration and 66° Baumé
4. Greyed out fields and formula fields are not editable

**Part II-B: Water Analysis Assumptions**

- A. Cooling Tower Description  
B. Tower System  
C. Volume  
D. Material  
E. Construction  
F. Cooling System  
G. Evaporation  
H. Cycles of Concentration  
I. Temperature of Sample  
J. Sulfuric Acid (provided by the City)
- 250-ton cooling tower serving a centrifugal compressor  
Operates on average at 75% of the load for 18 hours/day  
System Volume - 1,500 gallons  
Tower fill material - Polyvinyl Chloride PVC  
Tower Construction - Galvanized Steel  
Cooling System includes copper and ferrous materials  
Rate is 1.5 gallons/hour/ton  
Cooling tower system operating at existing condition and at 3, 4, and 5 cycles of concentration  
The temperature of the Water Source sample is 64° Farenheit  
Class A, Grade 2, 93% sulfuric acid concentration and 66° Baumé

**Part II-C: Water Analysis Proposed Chemicals & Costs**

Provide Respondent's Proposed Chemical Data & Cost for each Cycle of Concentration				Respondent's Proposed Chemical Data				3 - Cycles of Concentration			4 - Cycles of Concentration			5 - Cycles of Concentration			
Item #	ITEMS (Column B)	ITEM UNIT (Column C)	Water Source (54°F) (Column D)	Cooling Tower Water (Column E)	Chemical Name (Column F)	Chemical Purpose (Column G)	Provide the UOM (Column H)	Cost of Proposed Chemical per UOM in Column H (Column I)	Amount of Proposed Chemical Dosage Required DAILY (use UOM-Column H) (Column J)	Formula Fields not editable		Amount of Proposed Chemical Dosage Required DAILY (use JOM-Column H) (Column M)	Formula Fields not editable		Amount of Proposed Chemical Dosage Required DAILY (use UOM-Column H) (Column P)	Formula Fields not editable	
										TOTAL DAILY Chemical Cost (Column K)	TOTAL 90-day Chemical Cost (Column L)		TOTAL DAILY Chemical Cost (Column N)	TOTAL 90-day Chemical Cost (Column O)		TOTAL DAILY Chemical Cost (Column Q)	TOTAL 90-day Chemical Cost (Column R)
	Example: Total Hardness	ppm as CaCO3	90	110	City Descaler Formula	Scale control, phosphate	gallon	\$22.50	0.089	\$2.00	\$180.23	0.21	\$4.73	\$425.25	0.3	\$6.75	\$607.50
1	pH	g	8	Sulfuric Acid	pH Control - The water data provided does not require acid feed to maintain	gallon	\$0.00	0.000	\$ -	\$ -	\$ -	0.000	\$ -	\$ -	0.000	\$ -	\$ -
2	Conductivity	umho/cm	215	225	Chemsearch 8500LT	Scale and Corrosion Inhibitor	lbs	\$6.40	2.100	\$ 13.44	\$ 1,209.60	1.400	\$ 8.96	\$ 905.40	1.060	\$ 6.76	\$ 610.56
3	Dissolved Solid <sup>1</sup>	ppm	107	112	Handipak 55	Scale and Corrosion Inhibitor	lbs	\$30.45	0.525	\$ 15.98	\$ 1,438.76	0.350	\$ 10.68	\$ 959.16	0.265	\$ 8.07	\$ 725.23
4	Total Hardness	ppm as CaCO3	90	110	AP Tech Durocide C-100G	Non-Oxidizing Biocide	lbs	\$153.55	0.026	\$ 3.99	\$ 369.31	0.026	\$ 3.90	\$ 369.31	0.026	\$ 3.99	\$ 359.31
5	Calcium Hardness	ppm as CaCO3	80	90	Tower Chlor 56	Oxidizing Biocide	lbs	\$47.34	0.018	\$ 0.85	\$ 78.69	0.018	\$ 0.85	\$ 78.69	0.018	\$ 0.85	\$ 78.69
6	Magnesium Hardness	ppm as CaCO3	10		Brommax 7.1	Oxidizing Biocide	lbs	\$8.19	0.180	\$ 1.47	\$ 132.68	0.180	\$ 1.47	\$ 132.68	0.180	\$ 1.47	\$ 132.68
7	M-Alkalinity	ppm as CaCO3	50	50	MG-215	Non-Oxidizing Biocide	lbs	\$7.46	0.3	\$ 2.24	\$ 201.42	0.3	\$ 2.24	\$ 201.42	0.3	\$ 2.24	\$ 201.42
8	Alkalinity	ppm as CaCO3	0		Handipak 55BL	Scale and Corrosion Inhibitor	lbs	\$30.95	0.525	\$ 18.25	\$ 1,482.36	0.35	\$ 10.85	\$ 974.93	0.265	\$ 8.20	\$ 738.16
9	Chlorine	ppm as Cl	25	25						\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
10	Sulfate	ppm as SO4	42	40						\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
11	Silica	ppm as SiO4	5	6						\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
12	Iron	ppm as Fe	0.04	0.03						\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
13	Copper	ppm as Cu	0							\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
14	Dissolved Oxygen	ppm as O2	9							\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
15	Carbon Dioxide (Calc/Free)	CO2	0							\$ -	\$ -		\$ -	\$ -		\$ -	\$ -

<sup>1</sup> Calculated from Conductivity

Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ days. (If no discount applied, Net 30 will apply.)



**ADDENDUM I**

**SUBJECT:** Request for Competitive Sealed Proposal for Annual Contract – Industrial Water Treatment – BESD (RFCSP 18-086, RFx: 6100010368), Scheduled to Open: August 3, 2018; Date of Issue: June 29, 2018

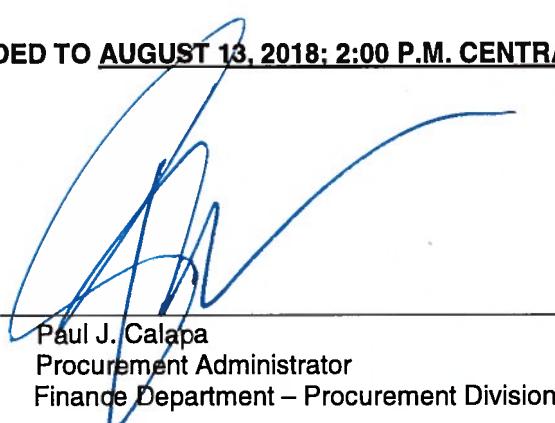
**FROM:** Paul J. Calapa, Procurement Administrator

**DATE:** July 31, 2018

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

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

1. **THE SUBMISSION DATE IS HEREBY EXTENDED TO AUGUST 13, 2018; 2:00 P.M. CENTRAL TIME.**



Paul J. Calapa  
Procurement Administrator  
Finance Department – Procurement Division



## ADDENDUM II

**SUBJECT:** Request for Competitive Sealed Proposal for Annual Contract – Industrial Water Treatment – BESD (RFCSP 18-086, RFx: 6100010368), Scheduled to Open: August 13, 2018; Date of Issue: June 29, 2018

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

**DATE:** August 9, 2018

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

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

1. **THE SUBMISSION DATE IS HEREBY EXTENDED TO AUGUST 20, 2018; 2:00 P.M. CENTRAL TIME.**



Paul J. Calapa  
Procurement Administrator  
Finance Department – Procurement Division



### ADDENDUM III

**SUBJECT:** Request for Competitive Sealed Proposal for Annual Contract – Industrial Water Treatment – BESD (RFCSP 18-086, RFx: 6100010368), Scheduled to Open: August 20, 2018; Date of Issue: June 29, 2018

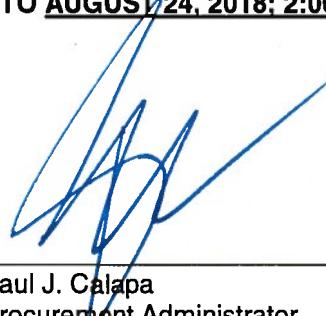
**FROM:** Paul J. Calapa, Procurement Administrator

**DATE:** August 16, 2018

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

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

1. **THE SUBMISSION DATE IS HEREBY EXTENDED TO AUGUST 24, 2018; 2:00 P.M. CENTRAL TIME.**



---

Paul J. Calapa  
Procurement Administrator  
Finance Department – Procurement Division



#### ADDENDUM IV

**SUBJECT:** Request for Competitive Sealed Proposal for Annual Contract – Industrial Water Treatment – BESD (RFCSP 18-086, RFx: 6100010368), Scheduled to Open: August 24, 2018; Date of Issue: June 29, 2018

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

**DATE:** August 21, 2018

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

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

1. **THE SUBMISSION DATE IS HEREBY EXTENDED TO SEPTEMBER 7, 2018; 2:00 P.M. CENTRAL TIME.**

A handwritten signature in black ink, appearing to read "Paul J. Calapa".

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Paul J. Calapa  
Procurement Administrator  
Finance Department – Procurement Division

PC/lb



## ADDENDUM V

**SUBJECT:** Request for Competitive Sealed Proposal for Annual Contract – Industrial Water Treatment – BESD (RFCSP 18-086, RFx: 6100010368), Scheduled to Open: September 7, 2018; Date of Issue: June 29, 2018

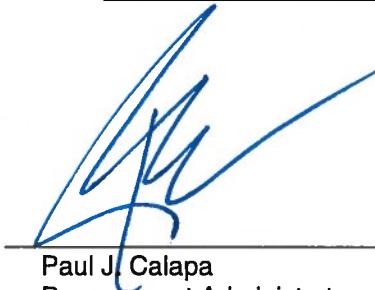
**FROM:** Paul J. Calapa, Procurement Administrator

**DATE:** September 6, 2018

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

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

- 1. THE SUBMISSION DATE IS HEREBY EXTENDED TO SEPTEMBER 21, 2018; 2:00 P.M. CENTRAL TIME.**



Paul J. Calapa  
Procurement Administrator  
Finance Department – Procurement Division

PC/lb



## ADDENDUM VI

**SUBJECT:** Request for Competitive Sealed Proposal for Annual Contract – Industrial Water Treatment – BESD (RFCSP 18-086, RFx: 6100010368), Scheduled to Open: September 21, 2018; Date of Issue: June 29, 2018

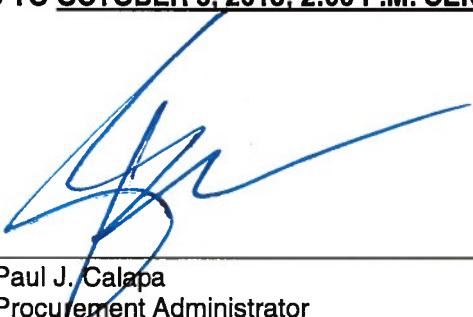
**FROM:** Paul J. Calapa, Procurement Administrator

**DATE:** September 19, 2018

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

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

1. **THE SUBMISSION DATE IS HEREBY EXTENDED TO OCTOBER 5, 2018; 2:00 P.M. CENTRAL TIME.**



Paul J. Calapa  
Procurement Administrator  
Finance Department – Procurement Division

PC/lb



## ADDENDUM VII

**SUBJECT:** Request for Competitive Sealed Proposal for Annual Contract – Industrial Water Treatment – BESD (RFCSP 18-086, RFx: 6100010368), Scheduled to Open: October 5, 2018; Date of Issue: June 29, 2018

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

**DATE:** October 2, 2018

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

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

1. **THE SUBMISSION DATE IS HEREBY EXTENDED TO OCTOBER 15, 2018; 2:00 P.M. CENTRAL TIME.**
  2. **A 2<sup>ND</sup> Pre-proposal Conference is hereby scheduled for October 5, 2018; 11:00 a.m. CT. All vendors are strongly encouraged to attend the Pre-proposal Conference. The Price Schedule and scope of work for the RFCSP 6100010368 has been revised and will be reviewed at the 2<sup>nd</sup> Pre-proposal Conference.**
- Location: Riverview Towers, 16<sup>th</sup> Floor, Missions Conference Room, 111 Soledad, San Antonio TX 78205.**
3. **Attachment B, Price Schedule is hereby removed and replaced with Attachment B, Price Schedule – Revision 1 Dated October 2, 2018, a copy of which is attached hereto and incorporated herein for all purposes.**

**Respondent must complete and submit Attachment B, Price Schedule - Revision 1 Dated October 2, 2018, with Respondent's proposal.**

All references to the Price Schedule contained within the RFCSP shall mean **Attachment B, Price Schedule – Revision 1 Dated October 2, 2018, or any price schedule issued thereafter by subsequent addendum or otherwise.**

4. **Section 003 – Instructions for Respondents – Part A, Restriction on Communication, is hereby amended to read as: "Respondents may submit written questions concerning this RFCSP to [Maria.Blake@sanantonio.gov](mailto:Maria.Blake@sanantonio.gov) until 10:00 a.m., Central Time, October 8, 2018. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail."**
5. **Section 004 – Specifications/Scope of Services, Subsection 4.1.2 is revised to read, "The scheduled maintenance prices proposed include parts, components, and labor necessary to replace any part that may be worn from normal wear and tear to prevent from having to service the equipment at a later date."**

6. Section 004 – Specifications/Scope of Services, Subsection 4.2.9 is revised to read, "It is preferred that Contractor's technicians are certified by the Association of Water Technologists (CWT) or other industry recognized organization which validates the technician's capability to perform the services required by this specification/scope of work, as determined solely by City."
7. Section 004 – Specifications/Scope of Services, Subsection 4.3.11.2 is hereby removed and replaced with the following:
- 4.3.11.2 Other Service calls: Service work goes beyond the Scheduled Maintenance and Industrial Water Treatment Program and is usually performed to return equipment or systems to proper functionality, rather than to keep it operating. Other service work for City's equipment can only be performed with written City approval. If requested by the CDDR, Contractor shall provide a quote, using the hourly rates established herein, for the other service work. Parts and/or components supplied for other service work will be paid to Contractor in accordance with the percentage markup indicated on the price schedule. **Bid Prices for parts and/or other components shall be submitted on percentage of vendor cost.** Chemical pricing shall be in accordance with Attachment B – Price Schedule. Contractor shall only proceed with the additional work after receipt of a purchase order issued by the City or as defined herein. The City will not pay for any unauthorized parts or labor charges. **Evidence of said costs shall be submitted with invoice for each service call.** Contractor must submit invoices with a copy of the written purchase order supplied by the department for which the services are provided. Such invoices shall have the language OTHER SERVICE (Select one: Emergency, Urgent, or Routine) indicated thereon. **Proof of costs shall be printed, properly identified and dated and submitted with the invoice.** For any service exceeding \$3,000.00, City reserves the right to obtain quotes from other parties. This contract shall not be considered exclusive with regard to Major Service calls; however, this non-exclusivity shall not relieve Contractor from its obligation to provide a quote and perform Major Service work hereunder, if requested by City.
- 4.3.11.2.1 Minor Service Calls shall constitute any repairs that cost \$3,000.00 or less. Minor service calls require the CDDR's written approval or verbal approval before initiating work.
- 4.3.11.2.2 Major Service Calls shall constitute any repairs exceeding \$3,000.00 in cost. A Purchase Order must be issued before performing Major repairs on any equipment.
- 4.3.11.2.3 Contractor shall submit an estimate prior to performing any repairs. The estimate shall include a comparison between repairing and replacing the item(s). Contractor will clearly annotate any item(s) where the cost of the service call is equal to or greater than seventy-five percent (75%) of the price of a new item(s). Additional work outside the scope of this contract can only be performed with prior approval from the CDDR or designee. The City reserves the right to accept Contractor's estimate or solicit estimates from other companies for repair work that is not specifically included in the scope of this contract.
8. Section 004 – Specifications/Scope of Services, Subsection 4.5.6.1, first sentence is hereby amended to read as; "The burden of ascertaining product/performance equality of proposed substitutions from those items specified by the specification/scope of work, price schedule, and/or the manufacturer is to be borne by the Contractor."
9. Section 004 – Specifications/Scope of Services, Subsection 4.7 Locations, Item 5 – City Hall, is hereby deleted.
10. Section 004 – Specifications/Scope of Services, Subsection 4.9.10, is hereby amended to read as; "Contractor shall provide all labor, materials, miscellaneous parts, equipment, chemicals, tools, transportation and methods of communication, and if required, additional miscellaneous services necessary to meet requirements of the specified services throughout the term of the contract."
11. Section 004 – Specifications/Scope of Services, Subsection 4.9.14, second sentence is hereby amended to read as; "Contractor shall include all such costs in Attachment B, Price Schedule."

12. Section 004 – Specifications/Scope of Services, Subsection 4.10.2.8 is revised to read as; “Within 30 calendar days after contract award, replace the NALCO equipment at International Center with new non-proprietary equipment. The equipment shall provide similar operations. The Contractor shall coordinate the replacement equipment with NALCO representative so the International Center HVAC system is not unprotected. Contractor shall minimize downtime and take all necessary precautions to prevent a detrimental impact to the overall HVAC system. Contractor shall be responsible for any damage or detrimental impact to the HVAC system that results from failure to protect it during this period. Nalco equipment currently at the International Center is described as:”
13. Section 004 – Specifications/Scope of Services, Subsection 4.10.2.9 is hereby amended to read as; “The Contractor shall use the existing equipment located at Public Safety Headquarters as part of the industrial water treatment.”
14. Section 004 – Specifications/Scope of Services, Subsection 4.10.2.12 is hereby amended to add the following sentence; “Chemical pricing for each type of chemical shall be based on prices submitted in the Price Schedule, Part II-C Water Analysis, or alternatively, in the Price Schedule, Part I – Group 5.”
15. Section 004 – Specifications/Scope of Services, Subsection 4.10.2.18 is revised to read as; “Be responsible for the service calls of all electrical circuits and plumbing components pertaining to the operation of the industrial water systems covered under these specifications in accordance with Sections 4.22.11 and 4.22.12.”
16. Section 004 – Specifications/Scope of Services, Subsection 4.10.6.4 is hereby amended to read as; “Organize chemical barrels in catchment tanks (spill containers). Install industrial water equipment on wall or other method near injection point as applicable.”
17. Section 004 – Specifications/Scope of Services, Subsection 4.10.6.7 is revised to read as; “Any relocation of the chemical feed point will be coordinated with City personnel, and shall be performed by Contractor’s licensed plumbing contractor at the direction of CDDR. Contractor will provide City with an estimate of the cost, including the cost of the licensed plumber. City shall have the option to allow Contractor to proceed with the work or may procure the services separately.”
18. Section 004 – Specifications/Scope of Services, Subsection 4.10.7.1 is revised to read as; “Check corrosion coupon rack and perform any necessary services.”
19. Section 004 – Specifications/Scope of Services, Subsection 4.10.7.4 is revised to read as; “Inspect and check operational condition of the industrial water equipment. Any required repairs that are identified will be priced in accordance with Group 4 of the Price Schedule.”
20. Section 004 – Specifications/Scope of Services, Subsection 4.10.8, first sentence is hereby amended to read as; **“All labor and materials, not including chemicals, required to perform scheduled services shall be included in the service cost, as applicable.”**
21. Section 004 – Specifications/Scope of Services, Subsection 4.10.10 Equipment Failure, is hereby amended to read as; “If any unit on this contract fails under normal operating conditions and it is determined by the CDDR that the failure of a component was due to Contractor’s negligence to perform the required maintenance accurately, then Contractor shall repair or replace the component, including replenishment of chemicals after a catastrophic loss, as required, at Contractor’s expense.”
22. Section 004 – Specifications/Scope of Services, Subsection 4.10.17.6, Required Water Quality Levels, Table Heading, Cooling Systems, Molybdate Tracer (Inhibitor) and corresponding Level is hereby deleted and replaced with; “Contractor shall use a trace that is compatible and in accordance with SAWS discharge requirements and other environmental requirements. Trace level shall be based on manufacturer’s recommendations.”
23. Section 004 – Specifications/Scope of Services, Subsection 4.10.18.2 is hereby amended to read as; “Feed points of any chemical shall be at the existing locations unless Contractor deems it necessary to move them. The Contractor shall be responsible for taps at new locations in accordance with subsection 4.10.6.7.”
24. Section 004 – Specifications/Scope of Services, Subsection 4.10.18.4.1 is hereby revised to read as; “Use of Phosphates, Polyphosphates or any heavy metals (such as chromate) is not acceptable for cooling towers. Contractor shall use a trace that is compatible and in accordance with SAWS discharge requirements and other

environmental requirements. Trace level shall be based on manufacturer's recommendation. Scale control, dispersion, and pH control shall be achieved with use of non-toxic organic compounds and/or polymers and with the supplementary use of acid feed."

25. Section 004 – Specifications/Scope of Services, Subsection 4.22.4, is hereby amended to read as; "During the contract period, the City may add or delete locations and/or equipment for scheduled maintenance, chemical services and other services of equipment. If a location or unit of equipment is deleted from the Contract, the Contractor shall reduce the contract fee by the full amount for the specific locations and/or equipment that is deleted. If equipment is added to an existing location, or a new location is added to the contract, City shall pay Contractor in accordance with the price stated in the Price Schedule for added equipment. An amendment to the Contract will be required to implement the change."
26. Section 004 – Specifications/Scope of Services, Subsection 4.22.6, is hereby amended to read as; "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 and may only be installed with prior approval from CDDR."
27. Section 004 – Specifications/Scope of Services, Subsection 4.22.11 is revised to read, "Electrical Components, Devices, and Accessories: All components, devices, and accessories shall be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to the Authority Having Jurisdiction (AHJ) and marked for intended use. All electrical work shall be performed by an electrical contractor licensed in the State of Texas. If repairs are needed that require the work of a licensed electrical contractor, Contractor will provide City with an estimate of the cost, including the cost of the licensed electrician. City shall have the option to allow Contractor to proceed with the work or may procure the electrical services separately."
28. Section 004 – Specifications/Scope of Services, Subsection 4.22.12 is revised to read, "Plumbing Components, Devices, and Accessories: All components, devices, and accessories shall be listed and labeled as defined in the International Plumbing Code, by a testing agency acceptable to the AHJ and marked for intended use. All plumbing work shall be performed by plumbing contractor licensed in the State of Texas. If repairs are needed that require the work of a licensed plumbing contractor, Contractor will provide City with an estimate of the cost, including the cost of the licensed plumber. City shall have the option to allow Contractor to proceed with the work or may procure the plumbing services separately."
29. Section 004 – Specifications/Scope of Services, Subsection 4.22.13 is hereby amended to read as: "In the case of a catastrophic loss of chemicals, Contractor may be required to provide the City with an estimate of chemical replenishment which will be priced according to Price Schedule – Part II-C Water Analysis or alternatively, Price Schedule Part I, Group 5. The Safety Data Sheet shall also be provided."
30. Attachment A, Part Three, Proposed Plan, number 14 is hereby deleted.
31. Attachment A, Part Three, Proposed Plan, number 16 is hereby added.
32. Attachment A, Part Three, Proposed Plan, number 17 is hereby added.
33. Attachment G – Equipment List – Reference to City Hall is hereby deleted.
34. Attachment H, Site Visit Schedule, header sentence, is hereby amended to read as; "Please Note: The International Center is the only location which requires the equipment to be replaced, as per RFCSP Section 004, 4.10.2.8."
35. Add: RFCSP Attachment P – Map to Office of the City Clerk, c/o Municipal Archives & Records Facility
36. Add: RFCSP Attachment Q – Water Analysis for Proposed Plan Questions 16 & 17

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

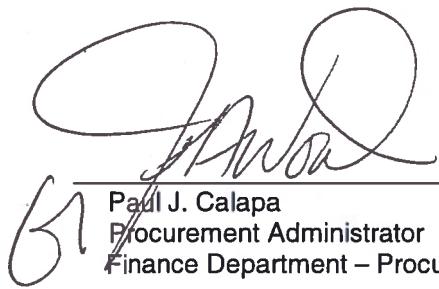
On July 10, 2018, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the Annual Contract – Industrial Water Treatment – BESD. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

- Question 1:** Why is it necessary that technicians are available to service two (2) COSA buildings simultaneously? Does COSA want to exponentially increase how much it spends on water treatment?
- Response:** Refer to Section 4.2.12 of the solicitation – Contractor shall be able to provide services at multiple facilities when necessary to ensure sufficient Contractor staff is available at any given time to address any issues that may occur.
- Question 2:** Which are the locations that may change during the term of this contract? How and when might they change? For example, if City staff moves to the Frost Bank, then does this mean Frost Bank equipment could eventually be a part of this contract? And, would Municipal Plaza be dropped from this contract? Other locations may be City Hall and Traffic?
- Response:** City Hall is being removed from the contract at this time. See amendment number 9 above. It is anticipated that it will be added to the contract after renovations are completed. It is anticipated that the building currently known as Frost Bank Tower will be added to the contract in 2021. Pricing will be in accordance with Group 2 on the Price Schedule. The City does not know for certain how or when other changes may occur with the existing City facilities' equipment and possible new facilities' equipment; therefore, pursuant to Section 4.7 Locations and Section 4.22.4 Special Conditions, the City reserves the right to delete or add locations or equipment during this contract term. The City will provide the awarded Contractor sufficient time to adjust their schedules should changes be required.
- Question 3:** Regarding Section 4.4, References and 4.10.2.10, Silica is not an issue in San Antonio. Why is the City requiring that it be tested? If aluminum is not found in any of the water side equipment, why must it be tested?
- Response:** Refer to Section 4.4 References of the solicitation. These standards apply to all bidders, and will be adhered to by the awarded contractor.
- Question 4:** When does the City anticipate that the Traffic facility location will move and will services still be required under this contract? If there are mechanical issues at this building that must be corrected, before treatment can be applied, will the issues be corrected prior to this contract's effective date?
- Response:** Refer to the response for question 2. The City will communicate with the awarded Contractor regarding any mechanical issues that require correction. Pursuant to subsection 4.10.7.4, Contractor will inspect and check operational condition of the Industrial Water System within 30 days after contract award. Any required repairs that are identified will be priced in accordance with Group 4 of the Price Schedule. See amendment number 19 above.
- Question 5:** Section 4.10.2.9 - The equipment at the Public Safety Headquarters is not proprietary; why is it necessary to replace it?
- Response:** The contractor shall use the existing equipment located at Public Safety Headquarters as part of the industrial water treatment. We have removed the requirement to replace it. See amendment number 13 above.
- Question 6:** Section 4.10.2.10 requires Contractor "Perform an initial water analysis at each site and every two (2) years after the initial test." If a water analysis is performed each time the contractor services the buildings, what is the difference between the initial water analysis and the one every 2 years after that?
- Response:** An initial water analysis at each site is required to determine the existing condition of the water in order to provide adequate treatment at each location. Thereafter, the analysis shall be conducted every two years. The initial and the two year water analyses include other water parameters that are not typically performed as part of the monthly monitoring of the systems.
- Question 7:** Regarding Section 4.10.2.18 is the City asking that plumbing and/or electrical contractors be employed for this type of service under this contract? If not, then how is the Contractor being held responsible for the plumbing and/or the electrical under this requirement? Is this work outside the scope of the contract?
- Response:** See amendments 15, 17, 27, and 28 above.

- Question 8:** Section 4.10.2 states, "The Contractor shall:" (4.10.2.23) "Perform other services." What type of other services does this pertain to?
- Response:** Refer to Section 4.3.11 Other Services, of the solicitation
- Question 9:** Regarding Section 4.10.9.4, "Monthly service for heating system...", where is this piece of equipment that requires monthly service for heating system?
- Response:** This requirement refers to any equipment that may be added in the future.
- Question 10:** Section 4.10.17.6 Molybdate tracer - For both environmental and economic reasons, most reputable water treatment companies are moving away from molybdate tracers, and are now using photoluminescent dye tracers. What is the City recommending?
- Response:** Refer to amendment number 22 above. The awarded Contractor is not obligated to use a molybdate tracer, but shall use a trace that is compatible with SAWS discharge requirements.
- Question 11:** Our Company has highly competent water treatment technicians that are not certified by the Association of Water Technologists (AWT). The pdf document at this link, <https://www.awt.org/certification/> provides a list of these certified technicians in the U.S. You will see that there is only one certified technician in San Antonio, with the next nearest being from Round Rock. Does this mean we do not meet the requirements of the contract?
- Response:** See amendment number 6 above.
- Question 12:** It seems that 1 hour is not sufficient time to perform the services required in the replacement of the equipment at the International Center. This involves a current water treatment system that is very elaborate and the configuration of the piping for the new system will have to be altered. PVC pipe needs to be measured, cut and glued, and glue takes time to set properly. There are ways to keep the system from being damaged while the work is being done and it may be unwise to rush the system back into service. Is there an alternative to the mandatory 1-hour unprotected equipment in 4.10.2.8?
- Response:** See amendment number 22 above.
- Question 13:** Regarding the Life Cycle Analysis, this contract is specifically for water treatment. What does the City expect Contractor to provide in this analysis since contractor is not working on any equipment, but only on the water treatment of that equipment?
- Response:** Refer to Section 4.10.4 under The Life Cycle Management Program of the solicitation. The information required to develop the modernization plan is very specific.
- Question 14:** Regarding the photo taken of the pipe corrosion at the International Center, will this equipment be repaired prior to the issuance of this contract? The water treatment Contractor would not be liable for such equipment if this happened during the term of the contract; is this correct? If there are other locations that it's possible the equipment is in need of repair, will this be completed prior to the contract issuance?
- Response:** The issue at the International Center has been addressed. Refer to Section 4.3.11, Other Services, of the solicitation for a description of those repairs that are considered included in Scheduled Maintenance and those that are not.
- Question 15:** Section 006 – General Terms & Conditions, Delivery of Goods & Services, Purchase Orders, states that each time a City department wishes to place an order against the contract it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery. Are there alternatives to the City providing POs on emergency basis, for instances such as possible damage to equipment if supplies/chemicals are not received in a timely manner?
- Response:** Refer to Section 004 – Specifications/Scope of Services, 4.19.6 EMERGENCY SERVICES, 4.19.6.6 reads, "Some emergencies are of such a nature that it is impossible to wait for issuance of a purchase order or creation of an estimate. The CDDR will determine which situations fall under these circumstances and Contractor shall provide the services needed as directed."

- Question 16:** Section 4.10.6.4 requests the installation of water testing equipment on the wall near water chemical application equipment. Is this equipment installation necessary?
- Response:** Refer to amendment number 16 above. This subsection 4.10.6 refers only to Equipment replacement and new installation.
- Question 17:** Section 4.10.7 requests the installation of coupon racks. To do so will require a mechanical contractor to install taps on the piping at most of the buildings. This will cost several hundreds of dollars per building. These would be beneficial, but are these to be included in the proposal costs for each location?
- Response:** See amendment number 18 above. The Contractor is not required to install coupon racks as part of the scheduled maintenance service. None of the current locations have coupon racks, but this provision may apply to locations added in the future.
- Question 18:** Section 4.10.8.1.27.3 refers to packing material on control valves and in pump as often as necessary to insure proper operation and to prevent valves and pumps from leaking. Since chemical feed pumps do not have "packing" nor do the valves that are used in water treatment installations, which pumps are being referred to in this section?
- Response:** Refer to Section 4.10.8.1 Materials to Be Provided by the Contractor of the solicitation. This requirement should be met as applicable. Should this requirement not be applicable to existing equipment, the requirement is included in the scope of work for the service to equipment which may be added to the contract pursuant to Section 4.7 Locations.
- Question 19:** What type of mixer is being referred to in Section 4.10.8.2.6?
- Response:** Refer to Section 4.10.8.2 Materials not Included in the service maintenance. The awarded Contractor is not required to provide this item.
- Question 20:** Section 4.10.8.1 refers to "Materials to be provided by the Contractor". Is Contractor supposed to build an inventory into the cost of the program (with these materials that Contractor is responsible for)?
- Response:** All materials listed in subsection 4.10.8.1 are required as part of this contract. The awarded Contractor shall be required to provide and install these items as applicable. The contractor is responsible for managing materials. The selected method to manage materials is the contractor's responsibility.
- Question 21:** Regarding the percentage markup on chemicals in the Price Schedule, if our company manufactures our own chemicals from raw materials blended into our own product, is the City asking for the cost of the raw materials?
- Response:** The Price Schedule has been revised and the City is not requesting percentage markup on chemicals. Please see Price Schedule Part II – Water Analysis and Price Schedule Part 1 - Revision I dated October 1, 2018, group 5, for chemical pricing.
- Question 22:** The Price Schedule states bi-weekly service for open loop systems and indicates estimated amounts of 24 times per year; since there are 52 weeks in a year, bi-weekly would be 26 times. How many weeks annually, are the services being requested.
- Response:** Refer to Section 004 – Specifications/Scope of Services, Subsection 4.10.9.1 – Bi-weekly is referred to as the first and third weeks of each month and therefore, services are required 24 times annually.

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



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

PC/lb

**“Vendor Acknowledgement”**

**Date:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

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

**City/State/Zip Code:** \_\_\_\_\_

**Signature:** \_\_\_\_\_



**ADDENDUM VIII**

**SUBJECT:** Request for Competitive Sealed Proposal for Annual Contract – Industrial Water Treatment – BESD (RFCSP 18-086, RFx: 6100010368), Scheduled to Open: October 15, 2018; Date of Issue: June 29, 2018

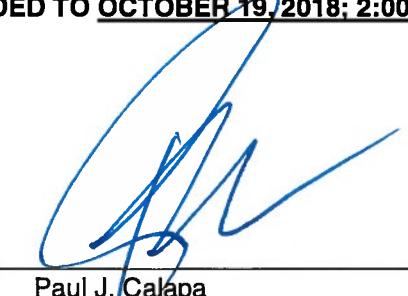
**FROM:** Paul J. Calapa, Procurement Administrator

**DATE:** October 12, 2018

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

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

1. **THE SUBMISSION DATE IS HEREBY EXTENDED TO OCTOBER 19, 2018; 2:00 P.M. CENTRAL TIME.**



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

PC/lb



## ADDENDUM IX

**SUBJECT:** Request for Competitive Sealed Proposal for Annual Contract – Industrial Water Treatment – BESD (RFCSP 18-086, RFx: 6100010368), Scheduled to Open: October 19, 2018; Date of Issue: June 29, 2018

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

**DATE:** October 16, 2018

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

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

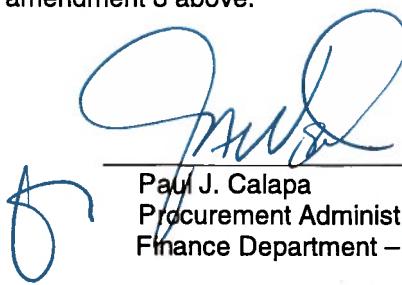
1. Attachment Q is hereby removed and replaced with Attachment Q - Continuation of Water Analysis Simulation from Attachment A - Part Three Proposed Plan.
2. Attachment A, Part Three, Proposed Plan, number 18. is hereby added as follows: **The Price Schedule - Part II Water Analysis is a simulation of a water treatment system** and not reflective of City equipment's chemical levels. The City is requesting the water analysis simulation data and results in order to determine respondent's knowledge, expertise, and logic in the chemical treatment of water systems. In addition, City seeks to evaluate chemical prices used in the simulation since awarded respondent's chemicals will be used to treat the City's water systems. In keeping with the simulation exercise, City has revised Attachment Q to include the request for a simple diagram illustrating several key equipment specifications.
3. Section 004 – Specifications/Scope of Services, Subsection 4.10.8.2 Materials not included in the service maintenance, is revised to add 4.10.8.2.7, pH Sensors.

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

On October 5, 2018, the City of San Antonio hosted a 2<sup>nd</sup> Pre-Submittal Conference to provide information and clarification for the Annual Contract – Industrial Water Treatment – BESD. Below is a question that was asked at the pre-submittal conference. The City's official response to question asked is as follows:

**Question 1:** Are pH sensors the responsibility of the Contractor in the scheduled maintenance service?

**Response:** The pH sensors have been added to the list of materials which are not part of the scheduled maintenance. Please refer to amendment 3 above.



Paul J. Calapa  
Procurement Administrator  
Finance Department – Procurement Division

PJC/lb