



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

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")  
NO.: **6100008314, 2017-003**

PREVENTATIVE HVAC MAINTENANCE AND REPAIRS FOR  
TELECOMMUNICATIONS SPACES

Date Issued: **MAY 15, 2017**

**BIDS MUST BE RECEIVED NO LATER THAN:**  
**2:00 P.M. CT JUNE 16, 2017**

Proposals may be submitted by any of the following means:

- Electronic submission through the Portal
- Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

City Clerk's Office  
100 Military Plaza  
1<sup>st</sup> Floor, City Hall  
San Antonio, Texas 78205

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"PREVENTATIVE HVAC MAINTENANCE AND REPAIRS FOR TELECOMMUNICATIONS  
SPACES"

Proposal Due Date: 2:00 p.m., CENTRAL TIME, JUNE 16, 2017

RFCSP No.: 6100008314, 2017-003

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: YES

DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference \* YES

\* If YES, the Pre-Submittal conference will be held on Monday, MAY 22, 2017 at 9:30 A.M., CT at Riverview Towers, 111 Soledad, Suite 1100, San Antonio, TX 78205. Conference access to the meeting can be achieved by dialing: TOLL FREE (855) 850-2672 and entering the Access Code 993 889 309.

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

SBEDA Contact Information: Lucy Barbosa, 210-207-3910, [lucy.barbosa@sanantonio.gov](mailto:lucy.barbosa@sanantonio.gov)

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## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

Submission of Proposals. Respondents may choose to submit proposals in hard copy or electronically.

Submission of Hard Copy Proposals. Submit one (1) **COMPLETE** original proposal signed in ink, six (6) hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, VOSB AND/OR PRICING TO BE INCLUDED IN THE 6 COPIES)** and one copy of the proposal on compact disk (CD) OR flash drive containing an Adobe PDF version of the entire proposal in a sealed package addressed to the City Clerk at the address and by the due date provided on the Cover Page. 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 package. 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. 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.

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.

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

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

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

#### Forms Requiring Signatures.

Signature Page. Respondents must sign the Signature Page on hard copy proposals and return the RFCSP document to City. For electronic proposals, Respondent's electronic submission constitutes a binding signature for all purposes.

All Other Documents. All other forms in this solicitation which require a signature must have a signature affixed thereto by manually signing the document. If submitting, electronically, sign the document prior to scanning it and uploading it with your submission.

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

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

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

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

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

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

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

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

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

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

#### Restrictions on Communication.

Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted for consideration as a City Council 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, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date proposals are due.** Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form, if any. The point of contact is identified on the Cover Page. *This exception to the restriction on communication does not apply, **and there is no contact permitted with the Small Business Office regarding this solicitation, after the solicitation closing date.*** If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the City Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at [lisa.brice@sanantonio.gov](mailto:lisa.brice@sanantonio.gov). Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

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.

**Conference access to the meeting can be achieved by dialing: TOLL FREE (855) 850-2672 and entering the Access Code 993 889 309.**

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

#### Changes to RFCSP.

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

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

#### Preparation of Proposals.

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

Proposal Format. Each proposal shall be typewritten, single spaced on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual 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 printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to the RFCSP General Information Form may not exceed 10 pages in length. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. **ORIGINAL and/or ELECTRONIC** proposals must include ALL the sections and attachments in the sequence listed in the RFCSP, Section 003 - Instructions to Respondents Part B - Submission Requirements, and each section and attachment must be indexed and, for hard copy submissions, be divided by tabs, and indexed in a Table of Contents page. For electronic submissions, whether through the portal, or on a CD/flash drive, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the submission or may negatively affect scoring.

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

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

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

Delivery Dates. Proposed days for delivery 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 the Finance Department, Purchasing Division, 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. City shall not be liable for any costs, claims, fees, expenses, damages or lost profits if no Purchase Order is issued.

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

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

#### Inspection of Facilities/Equipment.

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

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

#### Prompt Payment Discount.

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

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

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

#### Prohibited Financial Interest.

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

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

#### State of Texas Conflict of Interest.

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

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

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

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

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

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

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

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

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 100 Military Plaza, 1<sup>st</sup> Floor, San Antonio, TX 78205.

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

## **PART B**

### **SUBMISSION REQUIREMENTS**

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

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

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.

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

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

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

Instructions for completing the Contracts Disclosure form:

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

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

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

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

**\*VETERAN OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORMS.**

Pursuant to Ordinance No. 2013-12-05-0864, 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. Complete, sign and submit the Veteran-Owned Small Business Program Tracking Forms, found in this RFCSP as Attachment G.

**PROPOSAL BOND.** Submit proposal bond in the amount of \$2,000.00. 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 as Attachment H.

**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 as Attachment I.

**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 J.

**\*CERTIFICATE OF INTERESTED PARTIES (FORM 1295).** Complete and submit the Certificate of Interested Parties Form as Attachment K.

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 your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation as Attachment K. Where requested to provide the name of the public entity with whom you are contracting (Box 2 of the form), insert "City of San Antonio". Where requested to provide the contract number (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 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.

**\*SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN.** Complete, sign and submit the Subcontractor/Supplier Utilization Plan as Attachment L.

**\*CRIMINAL JUSTICE INFORMATION SERVICES ADDENDUM.** Complete, sign and submit the CJIS form found in this RFCSP as Attachment Q.

**ADDENDA.** Sign and submit addenda, if any.

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

## EVALUATION CRITERIA

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

Evaluation Criteria:

Experience, Background, Qualifications (25 points)

Proposed Plan (35 points)

Price (20 points)

Small Business Economic Development Advocacy (SBEDA) Program (20 points):

### **ESBE Prime Contract Program – 10 pts.**

Certified ESBE firms (see Emerging Small Business Enterprise definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% ESBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria points, **and**

### **M/WBE Prime Contract Program –10 pts.**

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

No evaluation criteria points will be awarded to non-ESBE or non-M/WBE Prime CONTRACTORS through subcontracting to certified SBE or M/WBE firms.

**SUBCONTRACTING REQUIREMENT:**

Minority and/or Women-Owned Business Enterprise (M/WBE) Subcontracting Program – Subcontract or self-perform at least fifteen percent (15%) of total contract value to SBEDA eligible small M/WBE firms, certified through South Central Texas Regional Certification Agency, headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). Please see the definition of M/WBE in Section C.

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

**4.0 BACKGROUND:** The City of San Antonio, Information Technology Services Department, ("ITSD") seeks proposals from qualified contractors interested in providing all labor, equipment, materials, expertise and tools required to perform maintenance and repair services of heating, ventilation and air conditioning within telecommunications spaces. In addition, contractor will be responsible for diagnosing pre-maintenance issues and expected to bring up to full functioning capacity each unit, if required, in order to proceed with the maintenance contract in accordance with the specifications listed herein. Services shall be for HVAC maintenance and repairs for City facilities managed by ITSD throughout the City of San Antonio. These regularly scheduled preventative maintenance and repair services are required to maintain peak operational efficiencies while extending the life cycle of the equipment. Maintenance services shall be provided on a monthly basis, except for those locations identified herein for which quarterly maintenance services only are required.

### 4.1 GENERAL REQUIREMENTS:

4.1.1 SERVICE LOCATIONS; ADD / DELETE LOCATIONS: During the contract period, the City may add or delete locations to the contract. Additions and deletions shall be made by written change order to the contract. If a location is deleted from the contract, the contractor shall cease performing services for the location as of the effective date of the change order, and prices shall be adjusted accordingly. If a location is added to the contract, the pricing will be at the monthly rate designated on Attachment B – Price Schedule for the brand and model being added.

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

4.1.3 SITE INSPECTIONS: Site inspections will be held from **May 22, 2017 to June 6, 2017 (refer to Attachment R – Site Visit Inspection Schedule)**. The Contractor is encouraged to visit each of the service locations to become familiar with the amount of labor, materials, and equipment that will be required in the performance of the work under this contract prior to placing a bid. Contractor shall carefully examine these specifications and, if necessary, secure from the City any additional information that may be a requisite to a clear and full understanding of the work. Contractor is required to bring their own copy of the Site Visit Schedule in order to make note of their questions or concerns. **Contractors shall submit all questions in writing only to Maria Castillo at maria.castillo@sanantonio.gov. City's official response to questions will be addressed via an addendum.** Contractor must notify Carmen Cardenas (210) 207-8330 or Mike Mitchell (210) 207-4006 prior to accessing equipment locations. Contractors must be escorted by City staff during visits, at all times.

4.1.4 Price must remain firm for the duration of the contract period.

4.1.5 The contractor shall provide an annual schedule for the work included in this scope of services. If unforeseen conditions cause Contractor to miss a date on the schedule, Contractor shall perform the scheduled work within 10 working days of the originally scheduled date. An example of unforeseen conditions would be a weather related event. After the initial proposed schedule, the contractor shall notify ITSD Point of Contacts (POC's): Carmen Cardenas (210) 207-8330 or Mike Mitchell (210) 207-4006 via email, of the facilities that are scheduled for preventive maintenance 14 calendar days before the planned maintenance date.

4.1.6 Submittal documents that Contractor must provide throughout the contract period:

4.1.6.1 Manufacturer's letter certifying that the contractor is authorized to provide the services required herein on the brand/type of HVAC system.

4.1.6.2 Material submittal for all materials for this scope of work.

4.1.6.3 The Contractor shall provide service reports to ITSD POC's: Carmen Cardenas (210) 207-8330 and or Mike Mitchell (210) 207-4006 within 2 to 5 calendar days after the completion of the services.

4.1.6.4 The Contractor shall provide notification of deficiency and/or impairment of HVAC systems in writing within 48 hours and verbally immediately upon diagnosis.

4.1.6.5 Warranty documents

4.1.6.6 Annual Schedule

4.1.6.7 PM forms (HVAC Preventive Maintenance Checklist and reports, Exhaust Fan Preventive Maintenance Checklist and Reports, etc.). Reports shall include equipment photos and other photos to document equipment condition.

4.1.6.8 Life Cycle Reports

4.1.6.9 Digital picture of failed part (s)

**4.2 ENVIRONMENT GUIDELINES:** The specifications listed below are to be used merely as guidelines for all cleaning and maintenance requirements per manufacturer's recommendations of all HVAC equipment housed within the IDF and MDF environments:

**MDF Rooms:**

4.2.1 The MDF shall be serviced by a dedicated unit that is part of the building's main system and be equipped with a Split DX system through the wall above the door which cools only when the building HVAC is inadequate or not running. The unit shall maintain a constant 24/7 cooled environment between 68° and 77° F with relative humidity of 40% - 55%.

4.2.2 Changes in temperature and humidity shall be kept to around 1 percent.

4.2.3 The minimum HVAC load shall be designed to displace 12KW of power, or 3.5 Tons, and shall be coordinated with the City of San Antonio Information Technology Services Department during the design and designed to load if the known load is greater at the time of design.

4.2.4 It is recommended the MDF maintain the stated temperature and humidity in the event of building power outages or primary HVAC system failure.

4.2.5. Air delivery shall be aligned in the front of the equipment rows and returns at the rear of the equipment rows when possible.

4.2.6 HVAC sensors and controls shall be located in the MDF at 5-ft AFF.

4.2.7. A hard-wired wall mounted thermostat shall be located inside the MDF Room.

4.2.8. HVAC systems shall be alarmed for power loss, high and low temperature, high and low humidity, smoke detection, compression failures and water flooding.

4.2.9. A simplex data drop shall be installed within 12 inches of the unit so it can be incorporated into the Building Automation System (BAS).

**IDF Rooms:**

4.2.10 The IDF shall be serviced by a dedicated unit that is part of the building's main system and be equipped with Split DX system through the wall above the door which cools only when the building HVAC is inadequate or not running. The unit shall maintain a constant 24/7 cooled environment between 68° and 77° F with relative humidity of 40% - 55%.

4.2.11 Changes in temperature and humidity shall be kept to around 1 percent.

4.2.12 The minimum HVAC load shall be designed to displace 4KW of power, or 1 Ton, and shall be coordinate with the City of San Antonio Information technology Services Department and designed to load if the load is greater and known at the time of design.

4.2.13 It is recommended that the IDF maintain the stated temperature and humidity in the event of building power outages or primary HVAC system failure.

4.2.14 Air delivery shall be aligned in the front of the equipment rows and returns at the rear of the equipment rows.

4.2.15 HVAC sensors and controls shall be located in the IDF at 5-ft AFF.

4.2.16 A hard-wired wall mounted thermostat shall be located inside the IDF Room.

4.2.17 HVAC systems shall be alarmed for power loss, high and low temperature, high and low humidity, smoke detection, compression failures and water flooding.

4.2.18 A simplex data drop shall be installed within 12 inches of the unit so it can be incorporated into the Building Automation System (BAS).

**4.3 WORK REQUIREMENTS**

4.3.1 (a) Maintenance work is work that is necessary to keep the HVAC units in proper condition. It is work performed in a routine, scheduled, or anticipated fashion as necessary to keep the equipment working in its existing state, i.e., preventing its failure or decline. All costs associated with maintenance, including parts, are

included in the monthly maintenance fee shown on the Price Schedule. Maintenance does not include total replacement of a system, nor does it include work to install and test equipment in new construction. Contractor shall perform the maintenance work described herein for the prices stated on the price schedule. Maintenance includes repairs that are necessary to keep units from failing, such as replacing worn parts, and is expected to be performed during the maintenance service visit.

4.3.1 (b) Repair work goes beyond maintenance, and is usually performed to return something to operational use, rather than to keep it operating. Since Repair work is not included in the monthly maintenance fee, Repair work for City's HVAC equipment can only be done with written City approval. If requested by ITSD POC's: Carmen Cardenas (210) 207-8330 and or Mike Mitchell (210) 207-4006, Contractor shall provide a quote, using the hourly rates established herein, for the repair work. Parts supplied for Repair work will be paid to Contractor in accordance with the percentage mark-up indicated on the price schedule. Bid Prices for parts shall be submitted on percentage of vendor cost. Contractor shall only proceed with the additional work after receipt of a purchase order by City. City will not pay for any unauthorized parts or labor charges. Evidence of said costs shall be submitted with invoice for each repair. Contractor must submit invoices with a copy of the written Purchase Order. Such invoices shall have the language REPAIR indicated thereon. Proof of costs shall be printed, properly identified and dated as to issuance and effectiveness. For any repair exceeding \$3,000.00, City reserves the right to obtain quotes from other parties.

4.3.2 Contractor is responsible for obtaining all required permits as required by the Development Services Department (Building Inspections) and the Texas Department of Licensing & Regulation.

4.3.3 Contractor shall supply all labor, materials, transportation and tools necessary for the proper execution and completion of the work; and shall perform in the best and most workmanlike manner the service described herein and everything incidental thereto, as stated in the specifications or reasonably implied on and in accordance with the contract documents. Contractor shall provide full time supervision and properly skilled craftsmen to perform the work required hereunder.

4.3.4 Before ordering any material or doing any work, Contractor shall verify all required procedures and shall be responsible for correctness of the same. No exchange or compensation will be allowed on account of differences.

4.3.5 Contractor shall confine his operations and work force to the space allowed by law and as allotted by the City. Contractor shall protect and be responsible for any damage to property.

4.3.6 Contractor shall furnish and pay for all means of removing all trash and debris generated by the work. The service area shall be kept clean and maintained. No debris shall be dumped and left about the building or surrounding areas. Upon completion of the work, the serviced area shall be left clean and free of any and all trash, scraps, cartons, etc. incidental to performance of contracted services.

4.3.7 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 ITSD POC's: Carmen Cardenas and or Mike Mitchell. Contractor shall furnish a detailed estimate of downtime for all maintenance and repairs. Extended periods of equipment shutdown at any facility will be coordinated through ITSD POC's: Carmen Cardenas (210) 207-8330 and or Mike Mitchell (210) 207-4006.

4.3.8 City will not be responsible for Contractor's service vehicles that are ticketed for parking violations received while performing the work described herein. Contractor shall be responsible for parking fees in designated areas.

4.3.9 Contractor shall be responsible for the maintenance of all electrical and pneumatic control circuits pertaining to the operation of the air conditioning and heating systems and exhaust system units covered under these specifications. In addition, Contractor shall provide regular maintenance to the electrical components such as compressors, fan motors, contactors, air handler motors, exhaust fans, pumps and pump motors, and electric heating strips.

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

In the event a control system requires alteration, modification or change, or if any equipment is in need of replacement, Contractor shall provide a written explanation and estimate to ITSD POC's: Carmen and or for



approval prior to performing the recommended work. The additional work will be authorized when Contractor receives a purchase order.

4.3.10 Work performed and materials and parts supplied under this contract will be intensely monitored by City representatives. Parts, maintenance procedures, and workmanship provided by Contractor will be those as recommended by the manufacturer of the equipment, and professional trade standards. Failure of Contractor to produce quality service under the terms established in this agreement may result in the termination of the contract by City.

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

4.3.12 It is agreed that Contractor will not be required to make replacements or repairs necessitated by reason of negligence or misuse of the equipment by City, tenants, or by reason of any other cause, except ordinary wear and tear. Replacements or repairs necessitated by ordinary wear and tear are included in Contractor's monthly maintenance fee.

4.3.13 City shall not be responsible for trip charges and/or service charges related to Contractor delivering the wrong part. Contractor shall not charge the City for time spent in route to City location. Contractor shall only invoice the City for the time spent on City property. All costs, fees and expenses chargeable are only those shown on the Price Schedule attached hereto.

4.3.14 When requested, a digital picture will be required for any failed part(s) over a \$500.00 aggregated cost. City also may require Contractor to produce the failed part for City's inspection.

4.3.15 Contractor shall have all employees in uniforms with ID tag listing name of the business and the Employee's name.

**4.3.17 Criminal Background Checks -**

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

4.3.18 Contractor shall provide proof that all personnel assigned to City facilities have had a criminal background check prior to their assignment. The proof shall be provided to ITSD POC's: Carmen Cardenas (210) 207-8330 and or Mike Mitchell (210) 207-4006 upon request.

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

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

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

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

1. Felony conviction – permanent disqualifier
2. Felony deferred adjudication – permanent disqualifier
3. Class A misdemeanor conviction - permanent disqualifier
4. Class A misdemeanor deferred adjudication - permanent disqualifier

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

4.3.23 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.

#### 4.4 WORK HOURS

4.4.1 Standard Work Hours for all City Departments are Monday – Friday 7:45 a.m. – 4:30 p.m. Central Time. Routine maintenance shall be performed during Standard Work Hours. Repairs shall also be performed during standard work hours, unless otherwise instructed by the ITSD POC's: Carmen Cardenas (210) 207-8330 and or Mike Mitchell (210) 207-4006. City may require Contractor to perform Repair work during nights, weekends and City recognized holidays ("Overtime Hours"). A list of City holidays is available at: <http://www.sanantonio.gov/Court/About/Holidays.aspx>. Repair work performed during Overtime Hours will be paid at the rates shown on the Price Schedule.

4.4.2 EMERGENCY SERVICE: Contractor shall maintain the services of a professionally manned telephone answering system so that immediate and continuous contact on a 24 hour per day, seven day per week and 365 day per year basis can be made. Answering service personnel shall be employed by Contractor. Contractor shall provide emergency call service on a 24 hour, 365-day/year basis. Service of this nature may be required in order to keep the systems in proper operating condition. Contractor shall respond onsite to all calls for emergency service within 2 hours after a request for emergency service is made by the designated ITSD POC's: Carmen Cardenas (210) 207-8330 and or Mike Mitchell (210) 207-4006.

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

#### 4.5 QUALIFICATION REQUIREMENTS

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

#### 4.6 REPORTING REQUIREMENTS

4.6.1 Contractor shall provide a comprehensive written and/or computerized report based on each system after testing, maintenance and repairs are completed in each location. The report will advise of all inspection problems or potential problems, and include the maintenance history of all components within each system. The reports shall include, but are not limited to, facility site name, site location, zip code, equipment nomenclature, make/brand, model number, BTU / Ton size, serial number, approximate date of installation or manufacture date, refrigerant type, frequency of inspections, preventive maintenance tasks performed, or service completed with dates, description of major problems, dates inoperable, and name of the technician(s) who serviced the equipment. In addition, include measurements of the oil levels in the compressors and document the suction, discharge and oil pressure(s). The contractor shall submit this information for each unit of equipment after

completion of service/maintenance call to ITSD POC's: Carmen Cardenas (210) 207-8330 and or Mike Mitchell (210) 207-4006.

4.6.2 Contractor shall furnish a legible written and/or computerized report to ITSD POC's: Carmen Cardenas (210) 207-8330 and or Mike Mitchell (210) 207-4006 for signature verifying the service was performed and checked. The report shall have attached a checklist of items addressed and a completed HVAC Preventive Maintenance Form per unit (See Attachment N HVAC Preventive Maintenance Form) upon each visit; including suggested repairs for items that are in danger of imminent failure and an itemized cost estimate. Note that this cost estimate shall not be construed as an authorization for additional work. Submit extra work proposals to ITSD POC's: Carmen Cardenas (210) 207-8330 and or Mike Mitchell (210) 207-4006 no later than 48 hours after detection. No cost estimate is required for replacements or repairs necessitated by ordinary wear and tear, since these are included in the monthly maintenance fee.

#### **4.7 MATERIAL REQUIREMENTS**

4.7.1 Any materials or parts used in complying with contract are to be equal to or better than original equipment. If a part requiring replacement is obsolete, Contractor shall be responsible for supplying a replacement part, even if the replacement part is better than the part being replaced. Such a replacement will not be considered an upgrade or outside the scope of this contract, if the Contractor was already obligated hereunder to provide the replacement part (e.g. replacement of parts due to ordinary wear and tear). The City will periodically monitor the work and accomplish an inspection after completion of work for final approval and release of payment.

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

#### **4.8 WARRANTY REQUIREMENTS**

4.8.1 Performance warranty: Work performed shall meet all applicable standards and codes. The Contractor shall guarantee work against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date service is completed.

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

**4.9 WASHABLE & DISPOSABLE AIR FILTER MAINTENANCE REQUIREMENTS** – Some locations to be serviced have washable filters that are reusable, while other locations have disposable filters that require replacement. Contractor shall follow the specifications applicable to the type of filter being serviced.

4.9.1 Washable air filters - Clean with vacuum cleaner or by tapping lightly and then washing in warm water with neutral soap. Rinse well and set to dry before re-installing. Never use petrol thinner, benzene or any other chemicals. Washable filters shall be washed at the frequency recommended by the unit's manufacturer, or more frequently, if required for optimal performance. Contractor shall replace washable filters if they reach a point of no longer being serviceable or adequate for optimal performance.

4.9.2 Disposable filters shall be replaced and discarded in accordance with the manufacturer's guidelines, or more frequently, if required for optimal performance. Contractor shall replace filters with a filter recommended by the unit's manufacturer, unless otherwise instructed by City.

4.9.3 Washable and Disposal Filters must meet or exceed the manufacturers' recommendations as detailed in the maintenance and operation manuals for the particular unit being serviced.

#### **4.10 Waste to Energy Used Filter Program:**

**4.10.1 General** – City requires Contractor to participate in its Ultra-Low Landfill Impact/Recycling Program with regard to the disposable filters used in the maintained units. As such, Contractor shall meet the following requirements.

**4.10.2 (A) Filters** - Contractor shall deliver City's used HVAC Filters to a power plant for insertion into a combustion chamber where they will be burned at a high temperature and converted to electricity via a steam driven turbine.

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

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

**4.10.5 (D) Pricing** – Any costs associated with these recycling and reporting requirements shall be included in Contractor's monthly maintenance fees.

**4.10.6 (E) Documentation** – Contractor shall provide a written 3<sup>rd</sup> party statement confirming the usage of used filters as fuel in a power plant. This statement shall also quantify the approximate KWH of renewable energy that has been generated and the total tonnage of waste diverted from landfills and is to be provided at least once annually. Recycling programs that do not directly contribute to the creation of renewable energy are not acceptable. Contractor shall provide a certificate or plaque signifying the City of San Antonio's participation in the Waste to Energy program at no cost to City.

#### **4.11 PREVENTIVE MAINTENANCE SHALL INCLUDE THE FOLLOWING:**

##### **4.11.1 LABOR TO BE PROVIDED BY CONTRACTOR UNDER THIS CONTRACT:**

All labor and equipment required to perform preventive maintenance shall be included in the monthly cost. All replacement parts listed in the section entitled MATERIALS TO BE PROVIDED BY CONTRACTOR, and any other parts or materials needed to perform preventive maintenance as described in this RFCSP, shall be included in the maintenance cost.

##### **4.11.2 MATERIALS TO BE PROVIDED BY CONTRACTOR UNDER THIS CONTRACT:**

The following materials, parts and necessary maintenance items will be INCLUDED in the monthly cost and supplied by the contractor at no additional cost to the City. For the locations designated to receive quarterly maintenance only, Contractor will not be required to provide materials during the months that service is not provided by the contractor. This list is not exclusive. Contractor is required to provide all tools, equipment and supplies to perform all required maintenance at no additional cost to the City, unless specifically excluded elsewhere in this RFCSP. Maintenance shall be performed as deemed appropriate and meeting manufacturer's recommendations.

- a. Filters – Disposal and Washable;
- b. Fan belts;
- c. Equipment/parts of Updated Design;
- d. Cleaning evaporator and condenser coils
- e. Lubricants, grease, oil and flex sleeves for damper linkages, and other moving parts.
- f. Limit switches;
- g. Broken and burnt electrical wiring;
- h. Refrigerants for the purpose of adjusting refrigerant levels for maintenance purposes only;
- i. Packing material on control valves and flex sleeves in pump coupling.
- j. Pulleys and sheaves in need of replacement due to normal wear and tear
- k. Thermostats – check clean and calibrate all thermostats. Replace if defective.

##### **4.11.3 SERVICE TO BE PROVIDED BY THE CONTRACTOR UNDER THIS CONTRACT:**

The items below are provided so that Contractor understands the minimum expected service levels to be provided to the City under the terms of this contract. Not all of the items listed will be applicable to all service locations, but if any of the locations utilize any of the devices, then this service is expected to be performed at the time increment indicated. Other maintenance previously identified in these specifications is also to be provided, as well as the service outlined in Contractor's proposed plan.

#### **4.11.4 Minimum Monthly Planned Maintenance Requirements (for all locations identified to receive both monthly and quarterly maintenance)**

- a. Check operation of heating/cooling/ventilation equipment when in operation.
- b. Check general operation of all related equipment.
- c. Check condensate drain pans on air handling equipment. Clean as required for proper drainage.
- d. Lubricate fan and motor bearings.
- e. Check belt condition and tension. Adjust as necessary.
- f. Check all pump and motor bearings. Lubricate as required.
- g. Check operation of boilers when in heating season.
- h. Check operation of all air cooled condensers.
- i. Check air compressors and driers.
- j. Check operation of refrigeration compressors.
- k. Check refrigerant levels in all systems; document measurements.
- l. Check oil level in the compressors; document measurements.
- m. Check suction pressure, discharge pressure and oil pressure; document measurements.
- n. Visually inspect system for leaks using leak detector to pinpoint leaks.
- o. Measure and record system superheat and sub-cooling and record all readings on monthly report.
- p. Check the liquid line sight glasses; document measurements.

#### **4.11.5 Minimum Quarterly Planned Maintenance Requirements (for all locations identified to receive monthly and quarterly maintenance)**

##### Air Compressors

- a. Change crankcase oil.
- b. Oil motors.
- c. Check for water in tank and dryer.
- d. Clean air intake filter, replace if necessary.
- e. Check belt and adjust or replace.

##### Air Cooled Condensers

- a. Check fan for alignment, balance and security to shaft.
- b. Service all controls.
- c. Tighten all electrical connections.
- d. Inspect motor starter coils and contacts.

##### Pumps

- a. Check pump drives, mechanical seals and stuffing boxes.
- b. Check and lubricate motor and pump bearings.

Air Handlers (air handlers are equipped with a thermostatic electronic control that is adjusted by a handheld LCD remote control)

- a. Check fan belts and replace as required.
- b. Check operation of all dampers and pneumatic controls.
- c. Check operation of pneumatic/electric valves and operators.
- d. Check shaft alignment to motor.

#### **4.11.6 Minimum Semiannual Planned Maintenance Requirements (twice per year) (for all locations to receive both monthly and quarterly maintenance)**

Temperature Control Devices: Cleaning and maintenance shall be done as deemed appropriate and meeting manufacturer's recommendations.

- a. Check, clean, and calibrate all thermostats. Replace if defective.
- b. Check and calibrate all pneumatic/electric control devices from heating and cooling operation.
- c. Check operation of all control relays. (Electric and pneumatic, as applicable.)

Coils: Cleaning shall be done as deemed appropriate and meeting manufacturer's recommendations.

- a. Clean all condenser coils. (Air cooled equipment).
- b. Clean all evaporator coils. (Air cooled equipment).
- c. Clean all chilled water and hot water coils.

4.11.7 Contractor shall provide the designated department the schedule of evaporator coil cleanings within 60 calendar days after contract is awarded. If Contractor identifies a coil as new or clean, Contractor will be required to supply a digital photo for proof and approval by the ITSD POC's Carmen Cardenas and or Mike Mitchell. All evaporator coils need to be cleaned at least once per year during the contract period (during the month of March of each year). However, if any coils are found to be dirty during the contract period, the contractor shall perform the evaporator coil cleaning within **7 calendar days** or at the earliest convenience of the City at no added cost.

4.11.8 Contractor shall provide all labor, materials, and equipment to provide for the thorough cleaning of all air handler heating and cooling coils twice a year, during the first month of the contract and again six months later. Contractor shall provide all labor, material and equipment for the thorough cleaning of all evaporator and condenser coils split systems, and heat pump units. Self-contained air conditioning units with integral blower units shall receive this same service. The coils are to be cleaned during the first month of the contract and then again in the **first two weeks of March of each year**.

4.11.9 All readings, measurements, and equipment conditions shall be noted in the preventive maintenance report. The reports shall also include photos of the equipment conditions.

**4.11.10 Minimum Annual Planned Maintenance Requirements for Cooling, Heating, Evaporator and Condensing Unit Coils: (for all locations identified to receive both monthly and quarterly maintenance)**

- a. Contractor shall provide all labor and materials and equipment to provide for the thorough cleaning of all air handler heating and cooling coils twice a year, once in March and again in August.
- b. Contractor shall provide all labor, material and equipment for the thorough cleaning of all evaporator and condenser coils split systems, and heat pump units. Self-contained air conditioning units with integral blower units shall receive this same service. The coils are to be cleaned in March and in August.
- c. Contractor will clean evaporator and condenser coils in a manner equivalent to those recommended by the manufacturer of the unit being serviced.

**4.12 Life Cycle Management Program**

Every three years and before the contract terminates, 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 IT Department with budgeting the investment from individual HVAC parts through full modernization packages for the lifetime of the building. Contractor shall provide the first plan within 60 days' of contract award.

**4.13 SPECIFIC REQUIREMENTS:** Contractor to perform these services at the beginning of the contract and seasonally thereafter. Cleaning and maintenance shall be done as deemed appropriate and meeting manufacturer's recommendations.

4.13.1 CLEANING COOLING COILS AND CONDENSING UNIT COILS:

All air handler cooling coils shall be thoroughly cleaned during the first month this contract takes effect, during peak of cooling season and at the end of the cooling season.

4.13.2 MINIMUM ROUTINE MAINTENANCE REQUIREMENTS FOR BOILERS/PUMPS:

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

Boilers:

- a. Inspect boilers and burner meeting manufacturer's recommendations.
- b. Check for water and fuel leaks.
- c. Check sequence and operation of controls.
- d. Check setting and test operation of controls.
- e. Check operation of gas train.
- f. Check safety/relief valves.

4.13.3 Chilled and Hot Water Pumps:

- a. Lubricate pump and motor bearings as per manufacturers' recommendations.

- b. Check suction and discharge pressures and pump strainer; clean as needed.
- c. Inspect packing or mechanical seal; adjust or replace as required.
- d. Inspect motor mounts and vibration pads.
- e. Visually inspect pump alignment and couplings.
- f. Replace packing material on control valves and flex sleeves in pump coupling as often as necessary to insure proper operation and to prevent valves from leaking.

4.13.4 ROUTINE MAINTENANCE AIR HANDLING UNIT:

- a. Lubricate motor and shaft bearing as required.
- b. Check motor for proper operation.
- c. Check drive belt for proper tension and wear.
- d. Inspect inlet guide vanes to blower assembly and pneumatic control.
- e. Inspect heating and cooling coils.

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

- a. Lubricate blower and condenser motors.
- b. Check operating controls and safeties.
- c. Check motor and fan blades; tighten as required.
- d. Inspect all electrical connections.
- e. Check oil level in the compressors; document measurements.
- f. Check suction pressure, discharge pressure and oil pressure; document measurements.
- g. Check the liquid line sight glasses.
- h. Visually inspect system for leaks using lead detector to pinpoint leaks.
- i. 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.
- j. Measure and record system superheat and sub-cooling and record all readings on monthly report.
- k. OVERHEAD SUSPENDED HEATERS: Cleaning and maintenance shall be done as deemed appropriate and meeting manufacturer's recommendations.

4.13.16 At the start of the heating season (First two weeks in October), Contractor shall inspect and thoroughly clean all overhead suspended heaters. All elements and systems are required to be checked and all pilot lights ignited to ensure proper operation during the heating system.

4.13.17 Contractor shall perform maintenance inspection of heaters at least once per month during the period of October through February of the contract period.

4.13.18 During the first Cooling inspection, all gas service to the units shall be shut off at the gas valve next to the unit.

4.13.19 Rental of scissor lift or other lifting equipment used for reaching units located in high places is Contractor's responsibility, and shall be at Contractor's sole cost. No additional cost shall be billed to City.

4.13.20 A. VENTILATION/EXHAUST SYSTEMS (Quarterly Planned Maintenance): (Quarterly Planned Maintenance) Contractor shall perform this service on a quarterly basis for all locations (First two weeks October, January, April, August)

4.13.21 Contractor shall perform this service on a quarterly basis for all locations, even those designated to receive monthly maintenance. Cleaning and maintenance shall be done as deemed appropriate and meeting manufacturer's recommendations.

- a. Replace all v-belts on fans and date with silver permanent marker.
- b. Visually check belts; replace if necessary.
- c. Fan belts shall be replaced within the first thirty (30) days of start of contract period, and then replaced as required. Contractor shall install only the exact size of belt recommended by the manufacturer of the particular unit being serviced.
- d. Inspect pulleys and sheaves.
- e. Measure and record motor amps for each system, provide information with quarterly report.
- f. Provide Exhaust Fan Maintenance Form of items addressed with report.
- g. (See Exhibit 6 Exhaust Fan Maintenance Form).

#### **4.14 INCLEMENT WEATHER:**

Services may not be performed during periods of inclement weather, or at any time in which unsafe working conditions exist, such as severe thunderstorms, ice storms, or snow storms. In the event of inclement weather conditions, Contractor shall contact the designated City Representative to inform him/her of the occurrence and propose a revised schedule. Revisions to the schedule shall be made in writing and agreed to by the City Department Representative, and shall be incorporated as if fully set forth herein.



## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

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

### Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for **2 additional 1 year period(s)**. Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

### Temporary Short Term Extensions.

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

### All or None Bid.

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

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

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

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

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

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

### Insurance.

A) Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, Purchasing Division which shall be clearly labeled "**PREVENTATIVE HVAC MAINTENANCE AND REPAIRS FOR TELECOMMUNICATIONS SPACES**" 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. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number,

and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department, Purchasing Division. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <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

D) Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide 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 City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

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

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

- Name 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 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 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 City; and
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

J) It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by City 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 City shall be limited to insurance coverage provided.

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

#### Proposal Bonds.

Contractor must submit a proposal bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$2,000.00. The Proposal Bond shall be valid for 120 days following the deadline for submission of bids. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Proposal Bond will be disqualified.

For hard copy 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 \$200,000.00 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 \$200,000 for the life of the contract, by supplementing the bond or providing a new one, as may be required, in the event of a draw. 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 in the amount of \$200,000.00 made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570). 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. 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. 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 \$200,000 for the life of the contract, by supplementing the bond or providing a new one, as may be required, in the event of a draw. 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, and the "Wage and Labor Standard Provisions" amended in City Ordinance 2008-11-20-1045, expressly are made a part of this Contract. Contractor shall forfeit, as a penalty to Owner, sixty dollars (\$60.00) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, in which such laborer, worker or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any federal or state law, regarding the wages to be paid to or hours worked by laborers, workers or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.

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

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

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

laborcomplianceoffice-lco@sanantonio.gov

## Workers' Compensation.

### Definitions:

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

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

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Incorporation of Attachments.

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

- Attachment B - Price Schedule
- Attachment E - SBEDA Ordinance Compliance Provisions
- Attachment M - City of San Antonio 2017 Holiday Schedule
- Attachment N - HVAC Preventative Maintenance Form
- Attachment O - Exhaust Fan Maintenance Form
- Attachment P - Prevailing Wage Rates
- Attachment Q - Criminal Justice Information Services Addendum
- Attachment R - Site Inspection Schedule

#### Non Airport Improvement Program (AIP) Funded Agreement Mandatory Contract Clauses

##### I. General Civil Rights Provisions

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

##### II. Title VI Clauses Compliance With Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### III. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### IV. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### V. Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



## 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 prior to incurring any costs for which City may be liable.

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

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

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

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

### Invoicing and Payment.

Invoice Submissions. City requires all **original**, first time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

[accounts.payable@sanantonio.gov](mailto:accounts.payable@sanantonio.gov).

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

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. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Vendors may hand deliver original invoices, on white paper only to: City of San Antonio, Finance Department/Accounts Payable, 111 Soledad, 4<sup>th</sup> Floor, San Antonio, Texas 78205.

#### 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 Vendor name, Vendor dba name, address, remit address for payment, unique invoice number, and invoice date (of issue by Vendor). 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, 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. Unless otherwise provided in the Supplemental Terms and Conditions section of this document, all prices shown on the Price Schedule shall remain firm for the duration of the contract. Vendor's price stated on the Price Schedule shall be deemed a maximum price. Vendor may provide a lower price at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

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

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

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

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

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

#### Termination.

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

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

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

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

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

#### INDEMNIFICATION.

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

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

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

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

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

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

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

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

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

**007 - SIGNATURE PAGE**

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

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

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

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

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

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

**Respondent Information**

Please Print or Type

Vendor ID No. \_\_\_\_\_  
Signer's Name \_\_\_\_\_  
Name of Business \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Email Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_  
City's Solicitation No. \_\_\_\_\_

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

## 008 - STANDARD DEFINITION

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

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

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

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

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

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

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

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

Director – the Director of City’s Finance Department, or Director’s designee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

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

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

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

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

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

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_

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

DUNS NUMBER: \_\_\_\_\_

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

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

Partnership

Corporation If checked, check one:  For-Profit  Nonprofit

Also, check one:  Domestic  Foreign

Other If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

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

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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

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

### Reference No. 1:

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

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

Contact e-mail address: \_\_\_\_\_

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

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

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

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

### Reference No. 2:

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

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

Contact e-mail address: \_\_\_\_\_

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

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

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

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

### Reference No. 3:

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

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

Contact e-mail address: \_\_\_\_\_

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

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

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

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

## **RFCSP ATTACHMENT A, PART TWO**

### **EXPERIENCE, BACKGROUND, QUALIFICATIONS**

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

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP.
  - a. List and describe relevant projects of similar size, telecommunications spaces, and scope performed over the past 3 years. Identify associated results or impacts of the project/work performed. Include the projects provided as References in the previous section. List accurate/current phone numbers, e-mail addresses, etc.
  - b. Indicate the number of years Respondent has provided HVAC services in telecommunications spaces as defined in this RFCSP.
  - c. Indicate the number of customers your company currently provides services for along with the size of staff.
  - d. Indicate whether you anticipate the need to hire additional staff in order to provide services for the City, if awarded this contract.
  - e. Respondent shall furnish a copy City of San Antonio Heating and Air Conditioning Mechanical License, or State of Texas CLASS A LICENSE with a combined endorsement with its proposal submission.
2. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
3. List other resources, including total number of employees, number and location of offices available to support this project.
4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
  - a. Indicate whether Respondent's proposed subcontractors or Joint Venture team members have ever been terminated from a contractor prior to project completion within the past four (4) years. If yes, provide the firm name and a brief explanation.
  - b. Indicate whether Respondent's proposed subcontractor(s) or Joint Venture team members have ever failed to receive an agreement extension or award for eligible phase work within the past four (4) years. If yes, provide the firm name and a brief explanation.
5. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size, telecommunications spaces, and scope.
6. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded this contract.
7. Indicate from where your company gets the supplies or parts from and if they are in the San Antonio Metropolitan Statistical Area (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).
8. What is the turnaround time after placing orders for parts?
9. Have you had any issues relating to quality of products you receive from your distributor?
10. Indicate if Respondent participates in a Waste Energy Plan.
  - a. Describe the plan in great detail and indicate whether it's an additional cost to the City.

- b. Describe in detail each parties' responsibilities either City and or Respondent on what steps to take when the used filters and used filter boxes are being disposed of.
- c. Describe in detail how Respondent will provide documentation to include the approximate KWH of renewable energy, total tonnage of waste diverted from landfills.
- d. Will Respondent provide a certificate or plaque signifying the City of San Antonio's participation in the Waste to Energy program at no cost to the City?

**11. Additional Information.** Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## RFCSP ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit a detailed narrative response addressing the following items.

1. **Days and Hours of Operation:** Describe in detail your regular days and hours of operation using Central Time.
2. **Management Plan** - Describe your proposed plan to conduct HVAC preventative maintenance services to the locations in this RFCSP during regular hours of operation and outside regular days and hours of operation including Emergency calls.

2.1 What assurances can you provide that services will be provided consistently? Provide your Operating, Management and Quality Assurance Plan that you will follow if awarded this contract.

2.2 How will the City hold you accountable if you breach the terms of this contract or fail to follow your maintenance plan, or Operations, Management and Quality Assurance Plan? What financial deductions (i.e., liquidated damages) do you propose?

2.3 Respondent shall provide as a sample, a checklist of items (HVAC Preventive Maintenance Form) addressed and completed per unit upon each visit; including suggested repairs for items that are in danger of imminent failure and an itemized cost estimate.

City's decision whether to use Attachment N - HVAC Preventative Maintenance Form and Attachment O - Exhaust Fan Maintenance Form OR the Respondent's form shall be made based on the City's best interest. If City opts to use the Respondent's forms, City may request additional data to be reflected on the form for tracking purposes.

3. **Waste to Energy Plan** – Describe in detail your Waste to Energy Plan, if any.
  - a. Describe the plan in great detail and indicate whether it's an additional cost. Indicate the additional cost on item # 12 of the Price Schedule.
  - b. Describe in detail each parties' responsibilities either City and or Respondent on what steps to take when the used filters and used filter boxes are being disposed of.
  - c. Describe in detail how Respondent will provide documentation to include the approximate KWH of renewable energy, total tonnage of waste diverted from landfills.
  - d. Will Respondent provide a certificate or plaque signifying the City of San Antonio's participation in the Waste to Energy program at no cost to the City?

4. **Maintenance Plan** – Describe in detail your proposed maintenance plan.

1. Contractor shall submit, to ITSD POC's: Carmen Cardenas (210) 207-8330 and or Mike Mitchell (210) 207-4006, a schedule of monthly, quarterly, semiannual and annual equipment maintenance to be performed at the location(s) covered under this contract within 30 days of being awarded the contract.

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

3. ~~It is mandatory for all Respondent's to conduct site visits of all listed locations within this RFCSP~~ Respondents are encouraged to visit each of the service locations to become familiar with the amount of labor, materials and equipment in order to ~~and provide~~ detailed information pertaining to each location, unit and indicate the specific brand of equipment, parts, filters, coils, etc. each unit requires along with specific maintenance requirements including maintenance schedules for each part per manufacturer's recommendation.

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

- a. Estimated time to complete the task



- b. Detailed description of the task
- c. Materials and tools needed
- d. Measurements to be taken
- f. Safety precautions and personal protective equipment (PPE) needed to perform the task.
- g. Indicate specific information regarding the proper cleaning, maintenance and replacement frequency schedules for washable and disposal filters in equipment located within telecommunications spaces. Requirements must meet or exceed the manufacturers' recommendations as detailed in the maintenance and operation manuals for the particular unit being serviced.
- h. Indicate specific information regarding the proper cleaning, maintenance and replacement frequency schedules for coils in equipment within telecommunications spaces. Requirements must meet or exceed the manufacturers' recommendations as detailed in the maintenance and operation manuals for the particular unit being serviced.

**5. Quality Assurance/Quality Control Plan** - Describe in detail the plan for quality control, problem resolution, and self-assessment.

- a. Describe what type of equipment/reporting system will be utilized.
- b. How many qualified technicians reside in the San Antonio Metropolitan Statistical Area (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson)?
- c. What is the anticipated response time for qualified and equipped service technicians to respond to routine and emergency service calls both during and after normal business hours? Note that response times must meet minimum response times stated in the RFCSP.

**6. Training Plan** – Describe training and instruction programs that Respondent will provide to its employees working on City projects. Describe how Respondent and individuals assigned will meet the solicitation requirements.

**7. Communication Plan** – Describe contract administration/communication procedures. Discuss lines of communications and interaction with City staff and others.

**8. EQUIPMENT MONITORING PLAN:** Describe in detail how Respondent will monitor the safety, efficiency and effectiveness of the current HVAC equipment and all its' parts at all listed locations in this RFCSP.

**9.** Contractor shall provide a company contact and phone number for all inquiries from the City if awarded this contract:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Office Phone: \_\_\_\_\_  
 Cell Phone: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 Email: \_\_\_\_\_

**10. EMERGENCY PLAN:** In the event of unforeseen circumstances, describe in detail how the Respondent will assist the City in mitigating and recovering damages to any HVAC units listed.

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

**RFCSP ATTACHMENT B**

**PRICE SCHEDULE**

Respondent's proposal must be based on the proposed contract term, including renewals, 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 a manner set forth in the RFCSP's Price Schedule. Failure to do so may lead to disqualification of Respondent's proposal from consideration.

**(POSTED AS A SEPARATE DOCUMENT)**

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

Contracts Disclosure Form may be downloaded at

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

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

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

**RFCSP ATTACHMENT D**  
**LITIGATION DISCLOSURE FORM**

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

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

Yes \_\_\_      No \_\_\_

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

Yes \_\_\_      No \_\_\_

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

Yes \_\_\_      No \_\_\_

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

**RFCSP ATTACHMENT E**

**Small Business Economic Development Advocacy (SBEDA) Program**

(POSTED AS A SEPARATE DOCUMENT)

**RFCSP ATTACHMENT F**

**Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance**

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

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

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

**RFCSP ATTACHMENT G**

**Veteran-Owned Small Business Program Tracking Form**

(Posted as Separate Document)

## RFCSP ATTACHMENT J

### PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Pricing Schedule RFCSP Attachment B	
*Contracts Disclosure form RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
* SBEDA Language RFCSP Attachment E; and Associated Certificates, if applicable	
*VOSBPP Tracking Forms RFCSP Attachment G	
Proposal Bond – Attachment H	
Proof of Insurability (See RFCSP Attachment I) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information (Dun and Bradstreet)	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
Proposal Checklist - Attachment J	
Submit one (1) <b>COMPLETE</b> original proposal signed in ink, six (6) hard copies (REFER TO PAGE 4 OF RFCSP)	
*Certificate of Interested Parties Form 1295 – Attachment K ( <b>Form must be notarized</b> )	
*Subcontractor/Supplier Utilization Plan Attachment L	
*Criminal Justice Information Services Addendum Attachment Q	

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

**RFCSP ATTACHMENT L**

**Subcontractor/Supplier Utilization Commitment Form**

(Posted as separate document)

**RFCSP ATTACHMENT M**

**Holidays:** Holidays are defined as City recognized holidays as published on the City's website at [www.sanantonio.gov](http://www.sanantonio.gov)

<i>FY 2017 Holiday Schedule</i>	
Veterans Day – November 11, 2016	New Year's Day (observed) – December 30, 2016
Thanksgiving Day – November 24, 2016	Martin Luther King Jr. Day – January 16, 2017
Day After Thanksgiving – November 25, 2016	Fiesta San Jacinto Day – April 28, 2017
Christmas Eve (observed) – December 26, 2016	Memorial Day – May 29, 2017
Christmas Day (observed) – December 27, 2016	Independence Day – July 4, 2017
Winter Holiday – December 28, 2016	Labor Day – September 4, 2017
Winter Holiday – December 29, 2016	

**RFCSP ATTACHMENT N**

HVAC PREVENTATIVE MAINTENANCE FORM  
(Posted as Separate Document)

**RFCSP ATTACHMENT O**

EXHAUST FAN MAINTENANCE FORM  
(Posted as Separate Document)

**RFCSP ATTACHMENT P**

PREVAILING WAGE RATES  
(Posted as Separate Document)

**RFCSP ATTACHMENT Q**

Criminal Justice Information Services Addendum  
(Posted as Separate Document)

**RFCSP ATTACHMENT R**

Site Inspection Schedule - Please bring a copy to Site Visits  
(Posted as Separate Document)

(ATTACHMENTS B, E, G, L, N, O, P, Q and R POSTED AS A SEPARATE DOCUMENTS)





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.	1028546
Signer's Name	Monica M. Harris
Name of Business	Accu-Aire Mechanical, LLC
Street Address	1441 S. WW White Road
City, State, Zip Code	San Antonio, TX 78220
Email Address	mharris@accuaironline.com
Telephone No.	210-455-9003
Fax No.	210-648-7377
City's Solicitation No.	RFCSP No.: 6100008314, 2017-003



Signature of Person Authorized to Sign Proposal



## City of San Antonio

### ADDENDUM I

**SUBJECT:** Request for Competitive Sealed Proposal, (RFCSP 610008314, 17-003),  
Scheduled to Open: June 16, 2017; Date of Issue: May 15, 2017

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

**DATE:** May 25, 2017

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

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

- 1. ADD: Sign-In Sheet for the Pre-Submittal Conference dated, Monday, May 22, 2017.**
- 2. ADD: Small Business Economic-Development Advocacy (SBEDA) Program Presentation.**
- 3. CHANGE: Proposed Plan pg. 48 of 56, section 4 Maintenance Plan.**

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

On Monday, May 22, 2017, the City of San Antonio's Finance Department, Purchasing Division hosted a Pre-Submittal Conference to provide information and clarification for the Preventative HVAC Maintenance and Repairs for Telecommunications Spaces Request for Competitive Sealed Proposal. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

**Question 1:** "Is there a way to know what the previous contract was awarded at and who it was awarded to?"

**Response:** This is a new contract strictly for HVAC Maintenance and repairs within telecommunications spaces.

**Question 2:** "Will there be a pre-submittal conference?"

**Response:** Please refer to the front page of the solicitation regarding Pre-Submittal date, time and location.

**Question 3:** "Where can I get assistance with the portal?"

**Response:** For assistance with the portal please contact our vendor support line at (210) 207-0118 or e-mail them at [vendors@sanantonio.gov](mailto:vendors@sanantonio.gov) to receive assistance from a member of the Vendor Support Team.

**Question 4:** "Are there any filter changes and what is the filter schedule?"

**Response:** Please refer to pg. 48 of the RFCSP, Proposed Plan Section, 4 Maintenance Plan.

**Question 5:** "Will we need to supply all pulleys, sheaves, refrigerants, thermostats?"

**Response:** Please refer to pg. 20 of 56, Section 4.11.2 Materials to be Provided by Contractor Under this Contract.

**Question 6:** "Are we following the Davis-Bacon Act?"

**Response:** Please see Attachment P Prevailing Wages.

### **C. QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS ON COMMUNICATIONS:**

**Question 1:** "Do we have to attend both days for sites scheduled on Tuesday, May 23 and May 24?"

**Response:** Two days were allotted in order to allow ample time for the site visits shown. Site visits are to begin at the time stated in Attachment R Site Inspection Schedule for that specific day and start with the first location listed.

**Question 2:** "Where can we find attachment "H" for the Proposal Bond?" Also, if there is no form can I submit a AIA form?"

**Response:** What this means is that when you submit your Proposal Bond, it will be submitted as "Attachment H".

**Question 3:** "Are the site visits Mandatory?"

**Response:** Site Visits are not mandatory; however, highly encouraged. Please refer to page 14 of 56 of the RFCSP, section 4.1.3 Site Inspections. Please see revision in Proposed Plan Section, pg. 48 of 56.

**Question 4:** "Are we required to submit Proposal, Performance, and Payment Bond with our bid? Or, can this be sent to City of SA once it's been awarded?"

**Response:** Please see page 27 of 56, regarding the Proposal Bond submission requirements. The Payment and Performance Bonds are required from the recommended vendor once awarded.

**Question 5:** "On Page 13 of 56 I noticed that it states that no evaluation criteria points will be awarded to non-M/WBE Price contractors through Subcontracting to certified SBE or M/WBE firms, so to confirm if the prime contractor is not certified than there will be no points awarded in SBEDA Portion even if we do subcontract SBE or M/WBE?"

**Response:** Please contact David Rodriguez at (210) 207-0071 or e-mail him directly at [david.rodriguez3@sanantonio.tov](mailto:david.rodriguez3@sanantonio.tov) with the Small Business Economic Development Office for clarification and assistance. Or, dial the Small Business main number (210) 207-8080 for assistance.



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Paul J. Calapa  
Procurement Administrator  
Finance Department – Procurement Division

PC/mc