

AN ORDINANCE 2017-12-07-0930

AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM EMR ELEVATOR, INC. TO PROVIDE ELEVATOR AND ESCALATOR PREVENTIVE MAINTENANCE AT VARIOUS FACILITIES FOR BUILDING AND EQUIPMENT SERVICES, PARKS & RECREATION, CENTER CITY DEVELOPMENT, AND THE SAN ANTONIO PUBLIC LIBRARY FOR AN ESTIMATED ANNUAL COST OF \$601,574.00, FUNDED FROM THE FY 2018 OPERATING BUDGET.

* * * * *

WHEREAS, the City of San Antonio issued a Request for Competitive Sealed Proposals (RFCSP) to provide the City with elevator and escalator preventive maintenance and repair services for various City facilities; and

WHEREAS, two responses were received and evaluated; and

WHEREAS, staff recommends EMR Elevator, Inc. for award of this contract; **NOW THEREFORE**,


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

SECTION 1. The proposal submitted by EMR Elevator, Inc. to provide the City with elevator and escalator preventive maintenance and repair services is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the score summary and RFCSP are attached hereto as **Exhibit A**.

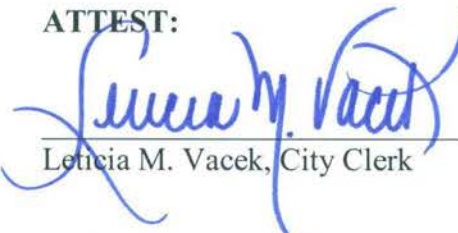
SECTION 2. Payment not to exceed the budgeted amount will be encumbered upon issuance of a purchase order, and is authorized to EMR Elevator, Inc. All expenditures will be in accordance with the Fiscal Year 2018 and subsequent budgets that fall within the term period of this contract approved by City Council. Additional funding for this Ordinance is contingent upon City Council approval of the City's operating budget and the availability of funds for subsequent Fiscal Years.

SECTION 3. This Ordinance is effective immediately upon its passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED and APPROVED this 7th day of December, 2017.


M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	6 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15)						
Date:	12/07/2017						
Time:	09:32:48 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing acceptance of a proposal from EMR Elevator, Inc. to provide elevator and escalator preventive maintenance at various facilities for Building and Equipment Services, Parks & Recreation, Center City Development, and the San Antonio Public Library for an estimated annual cost of \$601,574.00, funded from the FY 2018 Operating Budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5	x					
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				x
Clayton H. Perry	District 10		x				

EXHIBIT A

EXHIBIT A

RFCSP 17-027 Annual Contract for Elevator and Escalator Preventive Maintenance for Various Locations Score Summary RFx 6100008857 Evaluation	Maximum Points	EMR Elevator, Inc. 2320 Michigan Court Arlington, TX 76016	Schindler Elevator Corp. 12961 Park Central, Suite 1460 San Antonio, TX 78216
A - Experience, Background, Qualifications	45	34.75	29.50
B - Proposed Plan	30	23.75	18.25
A - B SUB-TOTAL	75	58.50	47.75
C - Price Schedule	10	8.48	10.00
D - SBEDA - SBE Prime Contract Program	15	0.00	0.00
C - SUB-TOTAL	25	8.48	10.00
TOTAL SCORE	100	66.98	57.75
RANK BASED ON TOTAL SCORE		1.00	2.00



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100008857

**ANNUAL CONTRACT FOR ELEVATOR AND ESCALATOR PREVENTIVE
MAINTENANCE FOR VARIOUS LOCATIONS
RFCSP 17-027**

Date Issued: MAY 8, 2017

**BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM CT JUNE 23, 2017**

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

Address for hard copy responses:

Physical Address:
City Hall
100 Military Plaza
San Antonio, Texas 78205

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

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR ELEVATOR AND ESCALATOR PREVENTIVE MAINTENANCE FOR
VARIOUS LOCATIONS"

Proposal Due Date: 2:00 p.m. CT, JUNE 23, 2017

RFCSP No.: 6100008857

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 May 16, 2017 at 9:00 AM CT, 111 Soledad 11th Floor, Hill Country Conference Room, San Antonio, TX 78205. At the conclusion of the pre-submittal conference, the City will conduct site visits to allow respondents to view and examine the existing equipment. Site visits will be conducted on May 16 and May 17, 2017.

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

This solicitation has been identified as High-Profile.

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

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

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

****For this solicitation, the first day contributions are prohibited is **May 22 2017*****
The first day contributions may be made is the 31st day after the contract is awarded at City Council "A" Session.

RESTRICTIONS ON COMMUNICATIONS

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 RFP 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.

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

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

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS..... 3
003 - INSTRUCTIONS FOR RESPONDENTS..... 4
005 - SUPPLEMENTAL TERMS & CONDITIONS 44
006 - GENERAL TERMS & CONDITIONS 51
007 - SIGNATURE PAGE 56
008 - STANDARD DEFINITION..... 57
009 - ATTACHMENTS 59

003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals.

Submission of Hard Copy Proposals. Respondent shall submit **one (1) COMPLETE** original signed in ink, **seven (7)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc (NO SBEDA, LPP, VOSB AND/OR PRICING TO BE INCLUDED in the copies)** and one copy of the proposal on compact disk (CD) or flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**ANNUAL CONTRACT FOR ELEVATOR AND ESCALATOR PREVENTIVE MAINTENANCE FOR VARIOUS LOCATIONS**" RFCSP 17-027, 6100008857" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than **2:00 p.m., Central Time, on June 23, 2017** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk

Attn: "**ANNUAL CONTRACT FOR ELEVATOR AND ESCALATOR PREVENTIVE MAINTENANCE FOR VARIOUS LOCATIONS**" RFCSP 17-027, No.: 6100008857

P.O. Box 839966

San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk

Attn: "**ANNUAL CONTRACT FOR ELEVATOR AND ESCALATOR PREVENTIVE MAINTENANCE FOR VARIOUS LOCATIONS**" RFCSP 17-027, No.: 6100008857

100 Military Plaza

City Hall San Antonio, Texas 78205

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

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

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

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

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

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form, Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing

the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

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

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

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

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

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

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

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

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

Restrictions on Communication.

Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFQ or proposals from the time the RFQ 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 RFQ 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 RFQ 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 June 2, 2017 at 2:00 p.m. CT. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

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

may be reached by telephone at (210) 207-3910 or by e-mail at Lucy.Barbosa@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

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

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

Pre-Submittal Conference.

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

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

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

Changes to RFCSP.

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

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

Preparation of Proposals.

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

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

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

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

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

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

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

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

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

<http://www.sanantonio.gov/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, San Antonio, TX 78205.

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

PART B

SUBMISSION REQUIREMENTS

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

Submission of Hard Copy Proposals. Respondent shall submit **one (1) COMPLETE** original signed in ink, **seven (7)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, LPP, VOSB AND/OR PRICING TO BE INCLUDED in the copies)** and one copy of the proposal on compact disk (CD) or flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**ANNUAL CONTRACT FOR ELEVATOR AND ESCALATOR PREVENTIVE MAINTENANCE FOR VARIOUS LOCATIONS**" RFCSP 17-027, No.: 6100008857" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

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

TABLE OF CONTENTS

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

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

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

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

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

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

<http://www.sanantonio.gov/ethics/forcompliance/vendors-and-conflictof-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 FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFCSP as Attachments E (Program Language) and F (Utilization Plan).

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

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

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

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

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

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

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

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

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

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

ADDENDA. Sign and submit addenda, if any.

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

EVALUATION CRITERIA

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

Evaluation Criteria:

Experience, Background, Qualifications: 45 points
Proposed Plan: 30 points
Price: 10 points
SBE Prime Contract Program: 15 pts

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.01 SCOPE:

The City of San Antonio is soliciting proposals for a contractor to provide a full service maintenance agreement (including parts, with some exceptions) for electric drive and hydraulic elevators, escalators, and dumbwaiters in accordance with the specifications listed herein. The facilities are located throughout the City of San Antonio, TX. This service is required to establish a maintenance program that will preserve the safety and functionality of this equipment at various City Facilities. The elevators, escalators, and dumbwaiter systems shall be referred to jointly herein as "the Equipment". Full service maintenance shall be performed monthly on all equipment at all locations.

The intent of this solicitation is to maintain the Equipment in accordance with industry standards and "industry best" practices by having an effective and efficient operating system at each facility and parking garages. Preserving and maintaining the condition, appearance, and performance of the Equipment in keeping with its intended design and operational standards will ensure safe, consistent, and reliable functionality; optimum performance; maximum beneficial usage; and extended life cycle (prolonging its usable "life").

4.02 DEFINITIONS:

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

1. **BESD:** Building and Equipment Services Department.
2. **CCDO:** Center City Development Office.
3. **SAPL:** San Antonio Public Library
4. **Bidder:** A person, firm or entity that submits a bid in response to a solicitation. The bidder whose bid is accepted by City may also be referred to therein as Contractor, Vendor or Supplier.
5. **Call Backs:** Returns for inspections or repairs for an incident that the City previously reported, and for which Contractor previously reported as having completed the repairs. Callbacks during normal working hours and/or after normal working hours are included in the price of this contract for both covered and non-covered work performed by the Contractor. Call-back service is included at no additional cost to the City.
6. **CAT:** Certified Accessibility and Private Residence Lift Technician (CAT™).
7. **City Designated Departmental Representative (CDDR):** The facilities maintenance manager or coordinator for each respective City department.
8. **CET:** Certified Elevator Technician (CET™).
9. **Contractor:** The bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.
10. **Equipment:** The elevator, escalator, dumbwaiter systems and supporting equipment as required by this solicitation.
11. **Full service maintenance:** The full service maintenance includes scheduled maintenance, routine service calls, urgent service calls, and emergency service calls.
 - A. **Scheduled Maintenance (aka Preventive Maintenance):** Regular maintenance required by Elevator, Escalator, and Related Equipment codes and the manufacturer's standards. Scheduled maintenance is work that is periodically performed on a piece of equipment for the purpose of maintaining the equipment in satisfactory operating condition and to lessen the likelihood of it failing. Scheduled maintenance is

performed while the equipment is functioning, or by temporarily placing the equipment out of service, so that it does not break down unexpectedly. Scheduled Maintenance involves systematic inspection, detection, prevention, and correction of incipient failures, before they become actual or major failures. Scheduled maintenance includes tests, measurements, adjustments, lubrication, parts replacement and repair, and cleaning, performed specifically to prevent failures from occurring. It is designed to preserve and restore equipment reliability by replacing worn components before they actually fail. In addition, it includes detailed record keeping and data analysis to avoid equipment deterioration, so that worn parts can be replaced or repaired before they cause system failures. **Repairs necessitated by normal wear and tear shall be included under scheduled maintenance.**

B. Routine Service Calls: Repairs outside the regular scheduled maintenance.

1. Repairs are activities undertaken to detect, isolate, and rectify a fault so that the failed system can be restored to its normal operating state.
2. The CDDR or designee will request routine repair service calls for any location listed herein.

C. Urgent Service Calls: Repairs or maintenance outside the scheduled maintenance requiring a prompt response.

1. Urgent repairs are activities undertaken to detect, isolate, and rectify a fault condition so that the failed equipment can be promptly restored to its normal operating state.
2. Urgent calls are not an emergency, but can become an emergency if neglected.
3. The CDDR or designee will identify urgent calls at time of notification.
4. The CDDR or designee will request urgent repair service calls for any location listed herein.

D. Emergency Service Calls: Repairs or maintenance outside the scheduled maintenance requiring an immediate response.

1. An emergency call is any condition that impedes the normal flow of traffic or can potentially impact the health, safety and welfare of City employees and the public as determined solely by City. City will identify emergency calls at time of notification.
2. Emergency repairs are activities undertaken to detect, isolate, and rectify a fault so that the failed equipment can be restored to its normal operating state.
3. The CDDR or designee will identify emergency calls at time of notification.
4. The CDDR or designee will request emergency repair service calls for any location listed herein.

E. Repair Work: Repair work goes beyond maintenance service, and is usually performed to return equipment or systems to proper functionality rather than to keep it operating. Repair work for City's Equipment listed herein can only be performed with written City approval. If requested by the designated CDDR or designee, 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 markup 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 issued by the City. City will not pay for any unauthorized parts or labor charges. **Evidence of said costs shall be submitted with the invoice for each repair.** Contractor must submit invoices with a copy of the written Purchase Order supplied by the Department for which the services are provided. Such invoices shall have the language REPAIR indicated thereon. **Proof of costs shall be printed, properly identified, and dated and submitted with the invoice.** This contract shall be limited to repairs that do not exceed \$3,000.00 per repair. For any repair exceeding \$3,000.00, City reserves the right to obtain quotes from other parties.

1. Minor repairs: Minor repairs require the designated representative's written or verbal approval before initiating any work. This applies to any repairs that are \$3,000.00 or less.

2. Major repairs shall constitute any repairs exceeding \$3,000.00 in cost. Major repairs may be bid separately from this contract. A PO must be issued before performing major repairs on any equipment.
 3. Contractor shall submit an estimate prior to performing any repairs. The estimate shall include a comparison between repairing and replacing the item(s). Contractor will clearly annotate any item(s) where the cost of the repair is equal to or greater than seventy-five percent (75%) of the price of a new item(s). Additional work outside the scope of this contract can only be performed with prior approval from the CDDR or designee. The City reserves the right to accept Contractor's estimate or solicit estimates from other companies for repair work that is not specifically included in the scope of this contract.
12. **Holidays:** Holidays are defined as City recognized holidays as published on the City's web site at www.sanantonio.gov.
 13. **ID Badges:** Identification badges.
 14. **NAEC:** National Association of Elevator Contractors (NAEC).
 15. **Parts:** Includes all materials, supplies, and goods used to perform the requirements in this solicitation.
 16. **Purchase Order (PO):** A validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in an solicitation for the price stated in Vendor's bid.
 17. **Vendor:** The bidder whose bid is accepted by the City and is therefore, the person, firm, entity providing goods or services to the City under a contract.

4.03 REFERENCES:

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

National Elevator Industry Inc. (NEII)	
NEII-1	Building Transportation Standards and Guidelines
	Elevator Industry Field Employees' Handbook
	Elevator Industry Inspection Handbook
National Association of Elevator Contractors	
Certification standards	
American Society of Mechanical Engineers	
ASME A 17.1	Safety Code for Elevators and Escalators
ASME A 17.2	Guide for Inspection of Elevators, Escalators, and Moving Walks
ASME A 17.3	Safety Code for Existing Elevators and Escalators
ASME A 17.4	Guide for Emergency Personnel
ASME A 17.5	Standards for Elevator and Escalator Electrical Equipment
ASME A 17.6	Standard for Elevator Suspension, Compensation, and Governor Systems
ASME A 17.7	Performance-Based Safety Code for Elevators and Escalators
ASME QEI	Standard for the Qualification of Elevator Inspectors
International Building Code	
IBC	International Building Code
IMC	International Mechanical Code
IPC	International Plumbing Code
IEBC	International Existing Building Code
National Fire Protection Association (NFPA)	
NFPA 70	National Electrical Code
NFPA 101	Life Safety Code
Other	

ANSI/NETA	Standard for Acceptance Testing Specifications
Chapter 754	Elevators, Escalators, and Related Equipment, Texas Health and Safety Code per Texas Department of Licensing and Regulation
Chapter 74	Elevator Escalators, and Related Equipment Administrative Rules of the Texas Department of Licensing and Regulation found in Title 16, Part 4 Texas Administrative Code
OSHA	Occupational Safety and Health Administration Standards

4.04 MATERIALS:

1. Materials shall be in current production, as offered to commercial trades, and shall be of top quality. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE.
2. Any materials or parts used in complying with the contract shall be equal to or better than original equipment and meet the manufacturers' requirements.
3. Specified materials and equipment shall be standard products of a manufacturer regularly engaged in the manufacture of such products. Specified equipment shall essentially duplicate equipment that has performed satisfactorily for at least two (2) years prior to bid opening. Standard products shall have been in satisfactory commercial or industrial use for two (2) years prior to bid opening. The 2-year use shall include applications of equipment and materials under similar circumstances and used for projects of similar size. The product shall have been for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the 2 year period.

4. MATERIAL PERFORMANCE REQUIREMENTS

The burden of ascertaining product/performance equality of proposed substitutions from those items specified is to be borne by the Contractor. Product substitutions will be accepted for review by the City. If data provided by the Contractor is deemed inadequate to make a determination as to the equality of the proposed substitute, without additional research by the City, it will be rejected. Approval by the City shall not relieve the Contractor from responsibility for any errors or omissions, nor from responsibility for complying with the requirements of this contract.

The materials for this scope of work shall meet or exceed the American Society for Testing and Materials (ASTM), Underwriters Laboratories (UL), Manufacture's standards, and/or other code recognized agency as required by the national, state and local codes.

4.05 SITE INSPECTIONS:

Bidders shall perform all investigations as necessary to thoroughly inform themselves regarding the facilities for delivery of materials and equipment, and familiarization of the existing conditions at each of the sites/locations for providing goods and services as required by this solicitation. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of City or the compensation to Bidder. For site inspections contact Marco Beltran at 210-207-7936.

4.06 LOCATIONS AND EQUIPMENT TO BE MAINTAINED:

The City of San Antonio may delete locations and/or equipment during this contract. The designated locations are listed below:

Plaza De Armas – 115 Plaza De Armas:
1 Hydraulic Elevator

Frank D. Wing (Municipal Courts) Building – 401 S. Frio Street:
2 Hydraulic Elevators

San Antonio Police Evidence Storage Facility – 555 Academic Court:
2 Hydraulic Elevators

San Antonio Police Training Academy – 12220 South East Loop 410:
1 Hydraulic Elevator

San Antonio Municipal (Main) Plaza Building – 114 West Commerce Street:
3 Electric Drive Elevators

Northeast Service Center (Tool Yard) – 10303 Toolyard:
1 Hydraulic Elevator

San Antonio City Hall – 100 Military Plaza:
2 Electric Drive Elevators
1 Dumbwaiter

Cliff Morton Development Business Service Center (One Stop) – 1901 South Alamo:
2 Hydraulic Elevators

Public Safety Headquarters 315 S. Santa Rosa:
7 Electric Drive Elevators

Carver Cultural Center – 226 Hackberry Street:
1 Hydraulic Elevator

International Center – 203 South Saint Mary's Street
3 Hydraulic Elevators

International Center River Walk - 115west Commerce
1 hydraulic Elevator

San Antonio Main Library – 600 Soledad:
5 Electric Drive Elevators
4 Escalators

Landa Branch Library – 233 Bushnell:
1 Hydraulic Elevator

The Commander's House – 645 S. Main:
1 Hydraulic Elevator

Brackenridge Parking Garage – 3403 Avenue B:
1 Hydraulic Elevator

San Antonio Botanical Garden – 555 Funston Place:
1 Electric Drive Elevator

Marina – 850 E. Commerce:
1 Hydraulic Elevator

Houston Street Parking Garage – 240 East Houston Street:
3 Electric Drive Elevators

San Antonio Main Library Parking Garage - 600 Soledad:
1 Hydraulic Elevator

St. Mary's Street Parking Garage – 400 North Saint Mary's Street:
3 Electric Drive Elevators

Metropolitan Health Department – 332 W. Commerce:
1 Hydraulic Elevator

City Marina – 202 East Nueva:
1 Hydraulic Elevator

Presa Street Linkage – 610 North Presa:
1 Hydraulic Elevator

Riverwalk Trolley Station – 333 Losoya Street:
1 Hydraulic Elevator

Riverwalk – 106 West Market:
1 Hydraulic Elevator

Crockett Street Clock Tower – 215 West Crockett Street
1 Hydraulic Elevator

Farmer's Market Plaza – 612 West Commerce:
1 Hydraulic Elevator

Centre de Artes – 101 South Santa Rosa:
2 Hydraulic Elevators

La Villita – Bolivar Hall – 418 Villita Street
1 Hydraulic Elevator

Fire Services Division - 230 S. Callaghan
1 Hydraulic Elevator

Valencia Hotel - 150 E. Houston
1 Hydraulic Elevator

4.07 SCOPE OF REQUIRED SERVICES:

The scope of work to be performed by Contractor under these specifications shall consist of furnishing the necessary labor and materials, service equipment, computer interface "Tool", required tools, supervision, supplies, transportation, and methods of communication and, miscellaneous services to provide full-service equipment maintenance (including parts, with some exceptions noted herein, of every description). This includes performing inspections, adjustments, testing and replacement of parts as herein specified for all equipment covered under this contract. The prices proposed shall include the parts and labor necessary to replace any item that may be worn or damaged and discovered during the scheduled visit instead of returning at a later date to perform the necessary repair(s). Contractor shall perform work as per the manufacturer's requirements, applicable codes, and the specifications of this solicitation.

4.08 CONTRACTOR GENERAL REQUIREMENTS:

1. Adhere to the terms and conditions identified in this solicitation.
2. Provide a primary point-of-contact and their contact information.
3. Provide a written schedule indicating the monthly service dates for each location (See Section SUBMITTALS)
4. Provide a letter from the manufacturer that the contractor is certified to perform the requirements of this solicitation with your proposal response and notify the City of any changes during the term of the contract. (See section 4.9 PROOF OF LICENSING AND CAPABILITY and 4.12 SUBMITTALS).
5. Perform and complete all work required. Contractor shall perform the work within the time set forth in the solicitation. The period of performance shall include mobilization, holidays, weekend days, normal inclement weather, and cleanup; therefore, claims for delay based upon said elements shall not be allowed.

6. The Contractor shall comply with the service requirements of this specification. Failure to comply with City service requirements may result in the cancellation of the contract.
7. Contractor shall adhere to all applicable Federal, State, County, and City laws, codes, and ordinances related to the performance of any work resulting from this solicitation. Ignorance on the part of the Contractor will in no way relieve the Contractor from responsibility.
8. Contractor shall perform all work safely and follow required safety standards to include, but not be limited to, OSHA, Federal, State, and City codes.
9. Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants of potential hazards.
10. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, police officer support, and flagmen, as required for each job. Proposed traffic control methods must be submitted to the City for a permit and approval prior to the commencement of work.
11. Contractor shall deliver, store, and handle all materials and supplies in a manner that shall prevent damage to the Equipment or related components.
12. It shall be the Contractor's responsibility for storage of any materials and the City will not be responsible for loss or damage of materials, supplies, tools, equipment, or work arising from acts of theft, vandalism, malicious mischief or other causes.
13. Contractor shall thoroughly examine and become familiar with the City facilities identified in this solicitation where services are to be performed, prior to submitting a bid and commencing any work, to ensure the services can be performed in an orderly and safe manner.
14. Contractor shall be responsible for obtaining all required permits applicable to performance of this solicitation Contractor shall include all such costs within its Price Schedule, as an all-inclusive price. Contractor shall ensure any work that requires a separate license is performed under the applicable license as required under local or state law.
15. The Contractor shall ensure all equipment and tools are well maintained, calibrated and in proper working order before use in the performance of this service.
16. The Contractor shall protect furnishings and other items with tarps, plastic sheeting or other methods as required and prior to commencing work.
17. Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the work, Contractor must remove from the premises all rubbish, tools, scaffolding, equipment, and materials that is not the property of City. Upon completing the work, Contractor must leave the site in a clean and orderly condition satisfactory to City. Final cleanup is part of the work and Contractor is responsible for all construction refuse disposal containers and their removal from the site.
18. No debris shall be dumped and left in the building, on the roof, and/or surrounding areas.
19. Contractor shall not use City waste disposal containers.
20. Contractor shall properly dispose of all debris, old materials, and trash resulting from the specified work in an approved landfill. Contractor shall be responsible for the disposal of all waste to include universal and hazardous materials resulting from the work. Handling and transporting of all waste materials shall be performed in accordance with safety and environmental regulations. Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.
21. Contractor shall confine its operations (including storage of materials) to areas authorized or approved by the City.
22. Contractor shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages shall be reported, repaired or replaced by Contractor at no cost to City.

23. The Contractor shall hold all proper and current licenses and bonds.
24. The Contractor shall be responsible for all long distance phone charges that may result from communication between the Contractor's central monitoring station and City facilities.
25. Contractor shall notify the City representative once the work is complete and the Equipment is ready for its intended use, not to exceed thirty (30) minutes after completing the work.
26. Contractor shall place and keep in the machine rooms Underwriter's Laboratory rated metal parts cabinets that can be secured. No open storage of parts or supplies shall be permitted,
 - a. Machine rooms and parts cabinets shall be kept clean and neat at all times. Floors shall be painted on a continual basis, and maintained clean and free of dirt, debris, carbon dust, rags, parts, or other items.
 - b. Flammable, Combustible, or Hazardous Materials shall be stored in an approved cabinet, and the quantities shall not exceed the established code requirements.
27. Wiring diagrams shall be kept neatly folded and stored, except where mounted on boards, and shall be copied and replaced by the Contractor if they become damaged or unreadable.
 - a. For each elevator and escalator, Contractor shall maintain Facility's complete set of one-line wiring diagrams, showing "As-Built" conditions and any changes or modifications to circuits resulting from control modifications, parts replacement, or equipment upgrades. This includes all manuals supplied by a third party controller manufacturer or as part of a non-proprietary specification requirement for a modernization or new installation. City may reproduce these original or modified as-built drawings, manuals, and shall retain sole possession of this set of drawings or books in the event that the Contract is terminated, or if City's set of drawings or manuals cannot be located at that time.

4.9 PROOF OF LICENSING AND CAPABILITY:

1. For evaluation purposes, Contractor shall submit with its proposal a list of service contracts within the last five (5) years and/or current contracts, and list other names under which the organization has performed business within the last ten (10) years.
2. For evaluation purposes, Contractor shall submit with its proposal, evidence specifically demonstrating that the management of the company has satisfactorily performed similar types of work required herein.
3. Contractor shall submit evidence that the contractor has certified, trained staff capable of performing elevator/escalator/dumbwaiter maintenance services on the particular brands of manufacturer's equipment covered by this contract. This evidence shall be from the manufacturer. The City will accept a certification letter from each manufacturer.
4. All Contractor staff performing work on the equipment shall have as a minimum the following certifications and requirements:
 - a. Elevator service staff: Certified Elevator Technician (CET®) plus the MR (Maintenance and Repair) designation.
 - b. Escalator service staff: Certified Elevator Technician (CET®) plus the E (Escalator) designation.
 - c. Supervisor service staff: Certified Elevator Technician (CET®) plus the S (Supervisor) designation.
 - d. All technicians shall have a minimum of ten (10) years of experience providing maintenance on commercial elevators/escalators/dumbwaiters within the last ten (10) years. This must be supported by the appropriate documentation.
 - e. All technicians shall be registered with the TDLR as a certified mechanic in accordance with Texas Health & Safety Code Chapter 754, Subchapter B, Sec. 754.0171, and have manufacturer training on each type

of equipment to be maintained at all of the designated facilities. Certification documents for each technician must be provided with the proposal.

5. Contractor shall be registered with the TDLR in accordance with the Texas Health & Safety Code, Chapter 754, Subchapter B, Sec. 754.0171; Contractor shall provide proof of registration upon submission of its proposal, and within 10 days of a request from City throughout the contract term.
6. Contractor shall be a commercial elevator business engaged in providing elevator maintenance, repair and inspection services for a minimum of ten continuous years prior to proposal submission for facilities of a similar size with similar equipment.

4.10 DELIVERY OF SERVICES:

1. Contractor shall provide full service maintenance procedures for all of the equipment types defined in this contract.
2. Contractor shall ensure that alterations, maintenance, repairs, or replacements of damaged, broken, or worn parts are performed in such a way that safe operation of equipment is not affected.
3. Contractor shall furnish qualified elevator maintenance technicians on the job site for performance of full service maintenance procedures. Contractor shall maintain an adequate number of trained personnel in Bexar County, Texas at all times specifically assigned to perform full service maintenance work.
4. The Contractor shall have available a minimum workforce of certified elevator technicians with the specified qualifications, that are able to respond to multiple service calls and perform scheduled maintenance work simultaneously on any given day without impacting the availability of Equipment at any of the various locations throughout the city.
5. Contractor shall have a maintenance supervisor located in Bexar County, Texas specifically assigned to this contract to manage and evaluate Quality Control requirements and to check that maintenance technicians meet the requirements of this solicitation and adhere to the standards, regulations, and codes of elevator and escalator performance.
6. Contractor shall develop and provide a Maintenance Control Program (MCP) for the City's Equipment. The MCP shall address maintenance tasks, repairs, replacements, tests, periodic inspections, and performance requirements for each type of equipment at each location. In addition, the MCP shall identify the specific codes and their requirements.
7. Contractor shall adhere to the MCP, which shall meet the manufacturer recommendations and normal practices of the trade, and the minimum specifications contained herein. A copy of the proposed maintenance plan and schedule shall be submitted for each elevator, escalator and dumbwaiter system as part of Contractor's plan with its proposal. This schedule shall include maintenance checklists, which shall become the property of the City of San Antonio when completed. The maintenance checklist along with the MCP shall be permanently maintained in each machine room covered by this contract. The final MCP shall be submitted per submittal section.
8. MCP shall consist of, but not be limited to:
 - A. A written report identifying the maintenance procedures, repairs, and other tasks performed within this solicitation.
 - B. A quality control plan for all services that are performed.
 - C. Examinations, maintenance, and test of equipment at scheduled intervals in order to ensure that the equipment conforms to the codes and manufacturers' requirements.
 - D. The maintenance procedures and intervals shall be based on but not be limited to:
 1. Equipment age, condition, accumulated wear.
 2. Design and inherent quality of the equipment.

3. Usage.
 4. Environmental condition.
 5. Improved technology, etc.
- E. Cleaning, lubricating, and adjusting applicable components at regular intervals and repairing or replacing all worn or defective components.
- F. The contractor mechanics / technicians shall perform scheduled maintenance at the job sites for the actual amount of time required to accurately diagnose and restore the Equipment to normal operation.
- G. The Maintenance Control Program shall include documentation, schedules, maintenance items, frequencies, inspections, testing, lubrication schedules, etc...
- H. The following information, at a minimum, shall be included in the schedule/checklist: name of building, Equipment type, Equipment number, Equipment model and serial numbers, maintenance items inspected, lubricated, or adjusted and the frequency, date performed, initials of mechanic, and certification by Contractor that maintenance has been performed.
- I. ALL components and systems of the Equipment shall be visually inspected regularly. It is further intended that all components and systems of each Equipment type are cleaned, lubricated and adjusted according to manufacturers' specifications at the manufacturers' recommended frequency or once per year, whichever is the more frequent period.
- J. Resetting safety switches. Time and material used to investigate the cause of and to reset safety switches is included in the monthly maintenance portion of this contract. Contractor shall not charge separately for this service.
- K. ALL ELEVATORS:
1. The scheduled maintenance services shall include all work and materials expressly required under this solicitation or reasonably inferred, whether or not expressly stated herein, including, but not limited to coverage for, the following:
 - a. Hoist machines, including worms, gears, thrust bearings, drive sheaves, drive sheave shafts and shaft bearings, tachometers, brake assemblies and pulleys, and all other components and parts of the machine and brake;
 - b. Hoist motors and power conversion devices, including motor windings, field coils, rotating elements (including armatures and commutators), brushes, brush holders, motor bearings, and all other related components and parts;
 - c. Controllers, selectors and dispatching equipment, including all micro-processor and/or solid state components, relays, resistors, capacitors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, encoders, tach generators, steel selector tapes (or cables), mechanical and electrical driving equipment, and all other related components and parts;
 - d. Governors, including governor sheave shaft assemblies, bearings, contacts, governors jaws, and all other related components or parts;
 - e. Rope brake devices, secondary braking devices,
 - f. Car and counterweight safeties, including actuating mechanisms, jaws, and all other related components and parts;
 - g. Hoistway equipment, including deflector or secondary sheaves and sheave bearings, car and counterweight guide rails (excluding replacement), top and bottom limit switches, counterweights and counterweight guide shoes including rollers or sliding gibs, inductors, cams, tapes and all other related components and parts;

- h. Hoistway entrance equipment, including hoistway door interlocks, hangers, hanger covers and tracks, hoistway door drive assemblies including vanes, drive blocks, clutches, pick-up assemblies and bearings, bottom door guides, auxiliary door closing devices (including cables, sheaves, and arms), door restrictor devices, and all other related components and parts
- i. Car and hoistway door gibs, including their attachments to the door panels.
- j. Car equipment, including car guide assemblies, guide rollers or sliding car guides, car door restrictors, car top exhaust fan or blowers, car top 2:1 sheaves, load weighing or sensing switches, car top inspection stations, car top and bottom lights, car frames, car platforms, and all other related components and parts.
- k. Car door operators, including door drive chains, sheaves or belts, car door hangers, hanger covers and rollers, car door contacts, all door protective devices (including screen type detectors, proximity edges, mechanical safe edges and light rays), and all other related components and parts;
- l. Pit equipment, including: car and counterweight buffers, tape sheave assemblies, governor rope pit tension sheave assemblies, compensating rope sheave assemblies and other pit mounted compensation guides. This includes re-lamping the light fixtures within the pit, and all other related components and parts associated with the pit.
- m. Alarm bells, emergency stop switches, emergency car lights, and batteries.
- n. Car operating panels and their attachments to return panels, hall call pushbutton stations, car, and corridor signals and fixtures (including lighted surrounds or buttons), visual and audible signaling devices, remote status panels and switches, and all other related components and parts;
- o. Hoist, compensating, and governor ropes and their fastening means, and all other similar or related components and parts
- p. Seismic Devices, including seismic switches and contacts, derailment devices, and all other related components and parts.
- q. Hydraulic: Elevator pump, motor, motor windings, roped hydraulic cables, governors, plunger single or multi-stage, all plunger packings, V-belts, strainers, valves, mufflers, Victaulic fittings, seals, pit oil return units, emergency return unit and battery.
- r. Treat all motor windings, as needed, with proper insulating compound that has been approved by the motor manufacturers. Replace any cracked or badly worn field coil windings.
- s. Keep all car tops, pits, and hoistways clean and free from dirt, oil, lint, debris, and stored items, and maintain each machine room in clean, neat condition. Remove contaminated (hydraulic oil) and non-contaminated solids and water from elevator pits during the maintenance of elevators.
- t. Renew all wire ropes or hoisting belts as often as is necessary to maintain an adequate factor of safety. Maintain equal tension on all hoisting ropes or belts, and, where appropriate, shorten any hoisting device as necessary to provide continued safe operation and maintain normal traction.
- u. Keep all wire ropes, hoisting belts, and guide rails clean and free from dirt, lint, rust, or accumulated grease, and keep rail shanks properly painted.
- v. Repair or replace conductor cables and hoistway and machine room elevator wiring to prevent shutdowns and provide uninterrupted operation of elevator signals and uninterrupted elevator operation.

- w. Disassemble machine brakes annually, check for and replace worn parts, clean all retained parts, reassemble, lubricate, and adjust for proper operation.
- x. Affix by stencil painting, and maintain the appropriate elevator numbers on the car crossheads and on all equipment components in the machine rooms and pits, including hoist machines, motor generators, governors, control cabinets, buffers, and compensation sheave assemblies. These numbers shall be a minimum of 1½" high except on the governor or compensation sheave assembly, which may be less if a suitable flat surface of 1½" is not available.
- y. Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.
- z. Contractor shall not be responsible for replacing burned out light tubes or bulbs in machine rooms or the elevator cars; however, Contractor shall be responsible for furnishing and replacing light tubes and bulbs in the elevator pit.
- aa. Maintain the emergency telephone buttons, button contacts, speakers, and wiring to the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.
- bb. Contractor shall clean elevator equipment, machine rooms, and pit floors at regular intervals sufficient in frequency to maintain a clean appearance, prevent tracking of dirt, oil, grease, or carbon dust from car tops, pits or machine rooms onto carpeted areas, and to preserve the life of the equipment.
- cc. Contractor shall not be responsible for cleaning any equipment made necessary by events beyond its reasonable control or as a result of improper janitorial or building maintenance functions. Unusual conditions, such as on-going construction or "build-out" in the building may be reviewed with City to determine responsibility for cleaning.
- dd. Paint all elevator machine rooms, hoistway, and pit equipment and all car tops at intervals frequent enough to prevent rusting, and preserve the equipment. Car tops, and floors in machine rooms, machinery spaces, and pits shall be maintained and painted with a low VOC paint including the color additive "Deck Gray" or other suitable color if approved by City.
- ee. All paint shall be suitable for the purpose intended and shall be high quality. Application of the paint shall, in all circumstances, comply with current ASME, OSHA, and applicable local codes. Contractor shall schedule all painting procedures with City CDDR PRIOR to performing any painting. Painting procedures shall meet industry standards (Master Painter Institute standards (MPI) and Society for Protective Coatings (SSPC) standards.
- ff. Lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.
- gg. Lubricants, cleaning fluids and all combustible liquid shall be stored in metal cabinets in the machine room and shall be disposed of in accordance with OSHA and EPA guidelines. MSDS data sheets shall be posted as required.
- hh. Adjustment: Adjust the equipment as necessary to:
 - 1. Ensure it is functioning per the originally designed specifications by the Manufacturer.
 - 2. Maintain performance standards specified in this solicitation.
 - 3. Preserve the useful life of a part or assembly.

4. Additionally, Contractor shall check and adjust the elevator dispatching systems and perform necessary tests at such intervals as required to ensure all systems are operating properly. If required to complete such system checks, this work shall be completed during overtime at no additional cost to City.

ii. Contractor shall clean machine rooms, car tops and pits monthly removing all debris and wiping all surfaces of grease, oil liquids and grime buildup.

L. TRACTION (ELECTRICAL) ELEVATORS:

1. At a minimum, in accordance with the manufacturers' recommendation, Contractor shall systematically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following:
2. Motor generators, controllers, selectors, dispatcher, and relay panels, machine brakes and brake pulleys and parts thereof, including: hoisting motors, selector motors, excitor and regulator, gears and thrust, bearings, rotating elements, brake magnet coils, brushes, brush holders and commutators, brake shoes, lining and pins, coils, contacts, relays and timers, resistors and transformers, solid state devices, deflector, secondary and all other sheaves, shafts, bearings and assemblies, automatic power door operators, landing and car door hangers, landing and door contacts, door protective devices, hoist ways door interlocks, button door guides, manual door closers, auxiliary door closing devices, emergency lighting, fireman's service equipment and any other elevator equipment or controls not named herein and normally covered by full maintenance contracts.
3. Keep guide rails properly lubricated, except where roller guides are used. Replace guide shoe or rollers, when conditions warrant, providing a consistent, smooth and quiet operation. Repair or replace control cables, when conditions warrant. Annually drain the gear case, flushing to remove sediment and grit, and refill with new gear oil. Utilize lubricants compounded to the manufacturer's specifications.
4. Periodically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following safety devices: interlock and door closers; car and counterweight buffers; over-speed governors, governor tension sheave assemblies, and car and counterweight safeties; limit, landing and slowdown switches; door protective devices and alarm bells.
5. Contractor shall conduct a yearly no load, low speed, test of car and counterweight safeties, test of buffers and conduct a five (5) year full load safety test as required by the applicable codes adopted by the TDLR. Contractor shall perform this test in the presence of a licensed state inspector.
6. Periodically equalize the tension in all hoist-way ropes.
7. Replace all wire rope and fastenings, when conditions warrant.
8. Examine and when conditions warrant, re-groove or replace all sheaves, governor tension sheaves, secondary or deflection sheaves, and compensating sheaves.
9. Repair or replace the following accessory equipment as needed: car and corridor operating push buttons; load weighing equipment; all hall lanterns, car position and position indicators, lobby control panels, car operating panels, emergency lighting, pit lighting and all other signal accessories furnished and installed as a part of the whole equipment. Re-lamp all signal indicating devices when found inoperative.
10. Contractor shall maintain the original equipment specification speed in feet per minute, the original performance time including acceleration and retardation as designed and specified by the elevator manufacturer and perform the necessary adjustments, as required, to maintain the original door opening and closing time, within limits of applicable codes adopted by the TDLR. Test reports and results shall be submitted to the CDDR as required by SUBMITTALS SECTION. Results shall include: a description of the tests, reference to the code requiring the tests and the criteria. For pass and fail ratings, recommend corrective actions if a test results in a failure to

meet standards.

11. Contractor shall clean machine rooms, car tops and pits, monthly removing all debris and wiping all surfaces of grease, oil, liquids and grime buildup.

M. HYDRAULIC ELEVATORS:

1. At a minimum, in accordance with the manufacturers' recommendation, Contractor shall systematically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following:
2. Power Plant complete, consisting of its enclosure, pump, motor power transmission elements between the pump and motor, valves of every kind, strainers, mufflers, gaskets, and all other accessories;
3. Entire controller and motor starter, including accessories;
4. All hoist-way equipment of every kind, including fastening to the building, all electrical wiring, conduit, ducts, traveling cables, etc., from and beyond the elevator equipment of every kind to the mainline disconnect switches, and hoist-way outlets;
5. All piping, fittings, and accessories, such as, vibration dampeners, silencers, etc., between the pumping plant and the jack unit, underground piping not included;
6. All heating and cooling elements, facilities, insulation, and accessories for controlling the oil temperature;
7. Hydraulic fluid;
8. Emergency lighting;
9. Fireman's service equipment;
10. Automatic power door operators, landing and car door hangars, landing and car door contacts, door protective devices, hoist-way door interlocks bottom door guides, manual door closures, and auxiliary door closing devices;
11. All other miscellaneous devices, materials, solid state components, etc., not mentioned above or in the makeup of the complete elevator.
12. Repair or replace the following accessory equipment as needed: car and corridor operating push buttons; load weighing equipment; all hall lanterns, car position and positions indicators, lobby control panels, car operating panels, emergency lighting, pit lighting and all other signal accessories furnished and installed as a part of the whole equipment. Re-lamp all signal indicating devices when found inoperative.
13. Conduct a yearly relief valve test and cylinder leakage test in accordance with applicable code adopted by the TDLR in the presence of a licensed state inspector.
14. Re-lamp all signal indicating devices inside the cab and at all floors during regular examinations.
15. Contractor shall maintain the original equipment specification speed in feet per minute, the original performance time, including acceleration and retardation as designed and specified by the elevator manufacturer, and perform the necessary adjustments as required, to maintain the original door opening and closing time, within limits of applicable codes adopted by the TDLR.
16. Contractor shall clean machine rooms, car tops and pits monthly removing all debris and wiping all surfaces of grease, oil, liquids and grime buildup.
17. Test reports and results shall be submitted to the CDDR as required by SUBMITTALS SECTION.

N. ESCALTORS:

1. The Contractor shall perform an annual test of all operating and safety devices and governors in accordance with applicable codes adopted by the TDLR. These tests must be conducted in the presence of a licensed state inspector.
2. The Contractor shall perform a total clean-out of the escalator equipment, including stair treads, pits, pans and balustrade interiors, as conditions warrant or annually. Wax handrails as required to provide a smooth, quiet operation.
3. Balustrades, decks, skirt panels, anti-slide devices, and guards shall be examined regularly, adjusted, properly fastened and aligned. Brake torque shall be maintained to original specification. Friction reducing agent shall be applied to escalator skirts bi-weekly.
4. The maintenance services shall include all work and materials expressly required under this Agreement or reasonably inferred, whether or not expressly stated herein, including, but not limited to coverage for the following:
 - a. Drive Machines, including worms, gears and bearings, drive chains, sprockets, bushings, shafts, belts, governors, and all other related components and parts.
 - b. Brakes, including brake coils, arms, bearings, sheaves, linings, contacts, and all other related brake components and parts.
 - c. Motors, motor windings, rotating elements, bearings, shafts, and all other related components and parts.
 - d. Step chains, tracks, step chain sprockets, step chain tension devices, and all other related components and parts.
 - e. Controllers, including all relays, contacts, coils, resistors, operating and motor circuits, magnets and magnet coils, transformers, rectifiers, solid state devices, and all other related components and parts.
 - f. Handrails, handrail drives (including drive chains and sheaves), handrail brush guards, handrail guides or guide rollers, alignment devices, and all other related components and parts.
 - g. Steps, step treads, step wheels and rollers, step axles and axle bushings, step risers, and all other related components and parts.
 - h. Comb plates, floor plates, and all other related components and parts.
 - i. Stop buttons, slack step chain switches, skirt safety switches, step up-thrust switches, handrail entry switches, comb-step impact devices, stopped handrail devices, missing or displaced step switches, and all other related components and parts.
 - j. Truss heaters, comb plate heaters, or other heaters provided by original installer.
 - k. Remote maintenance monitoring devices.
 - l. Main line disconnects located within truss, if provided by original equipment installer.
 - m. Contractor shall maintain handrail drives so that handrails operate at substantially the same speed as the steps.
 - n. Contractor shall maintain step treads, comb plates and step risers so that the step riser cleats mesh with the slots on the adjacent step treads, and the comb plate teeth mesh with and are set into the slots in the step treads.

- o. Contractor shall maintain the balustrade section fastenings and attachments and the trim moldings so that adjoining surfaces conform to ASME A17.1-2010.
- p. Escalator Clean-Down: Once every year, Contractor shall provide a complete clean-down of each escalator. All steps shall be removed, cleaned thoroughly, and examined for cracks or other defects. All exposed parts and components of each escalator shall be examined for excessive wear. Worn parts, including step rollers, shall be replaced, and each escalator shall be completely lubricated. After reassembly, safety devices shall be tested and the escalator adjusted for proper operation. All escalator clean-down work shall be performed during hours agreed upon with City.
- q. Contractor shall perform testing and maintain all step to skirt clearances within the limits required by the local Authority Having Jurisdiction under code A17.1 – 2010 or later.
- r. Contractor shall maintain all operating and safety devices provided at the time of installation and listed in ASME A17.1-2010 or later, so that they operate and function as required by the code.
- s. Test reports and results shall be submitted to the CDDR as required by SUBMITTALS SECTION.

O. REPLACEMENT PARTS AND SPARE PARTS INVENTORY:

- 1. Any materials or parts used in complying with the requirements of this solicitation shall be readily available locally for future replacement and shall be non-proprietary. Original wiring diagrams shall be maintained with the latest changes for each elevator. All drawings, diagrams, and amendments shall remain the property of the City of San Antonio upon termination of this contract.
- 2. Contractor shall maintain, at their expense, a sufficient amount of replacement parts, by the original manufacturer or approved equal, to maintain elevators and escalators in a safe operating condition. These parts shall be made available for inspection by a City representative when requested. The inventory shall include but not be limited to the following:
 - a. Per Elevator:
 - 1. Complete Set of Replacement Circuit Boards per Unit.
 - 2. Soft Starts, 1 set per type/size.
 - 3. Pump Motor, 1 unit per type/size.
 - 4. I-2 Valves, 1 unit per type/size.
 - 5. Jack Packings, 1 packing per size of jack.
 - 6. Pushbuttons, 4 replacements per type of button.
 - 7. Digital PI's, 1 set per type.
 - 8. Door Motor, 1 unit per type/size including freight door motors.
 - 9. Interlocks, 2 per type/size including freight doors.
 - 10. Hoistway Switches, 2 per type/size.
 - 11. Door Operator Circuit Boards.
 - 12. Various Relays.
 - 13. All necessary electrical components, including relays, contacts, coils, rectifiers, resistors, transformers, starter relay contacts, hall and car push button parts, and

replacement bulbs. Maintain an ample supply of lubricants as specified by the original equipment manufacturer.

14. All necessary oils and lubricants, as specified by original manufacturer, as well as small electrical components, such as starters, coils, and contacts.

b. Per Escalator:

1. Escalator drive machines.
2. Motors and brakes.
3. Controllers and switches.
4. Handrail drive devices.
5. Handrails.
6. Worms and gears
7. Bearings and thrusts
8. Windings, commutators and rotating elements
9. Contacts, coils, switches and relays
10. Resistors and magnate frames
11. Steps, demarcation strips, risers, and rollers
12. Step chains, handrail chains, and drive chains
13. Step tracks and handrail tracks
14. Sprockets, pulleys and gears
15. Drive belts and timing belts
16. Tension devices
17. Combs and comb-plates
18. Landing plates
19. Lubricators
20. Under steps and comb lighting
21. Safety devices
22. All necessary oils and lubricants, as specified by original manufacturer, as well as small electrical components, such as starters, coils, and contacts.

P. STATUS OF EQUIPMENT NOTIFICATION REQUIREMENT:

1. Contractor shall notify the facility CDDR of any condition that impairs the continued

Safe use of the equipment covered under the scope of this contract, including, but not limited to: conditions which may cause injury; conditions which may cause damage to equipment; conditions which may be hazardous; and status of inspections which are expiring. The Contractor shall notify the CDDR within thirty (30) minutes of placing any Equipment out of service.

2. Removal of unit from service: Removal of Equipment from service during peak hours shall be coordinated with and approved in writing by the City Designated Department Representative (CDDR). Removal of unit for routine maintenance during off-peak hours is expected, but notification to and coordination with the CDDR is required
3. Whenever any Equipment is placed out-of-service for any reason; the unit must be restored to full service within two (2) calendar days. Service Credits will be invoked for any unit that is not functioning after the two day period (see Section 4.20).

Q. INSPECTIONS: The Contractor shall:

5. Contractor shall schedule inspections around any scheduled events. Contractor shall conduct annual state inspections, to include a full load test, of all elevators and escalators. Contractor shall be responsible for subcontracting with the third party state inspector, who shall be registered with the Texas Department of Licensing and Regulation in accordance with Chapter 754, Subchapter B, Sec. 754.017. Annual state inspections shall be completed 45-60 days before the expiration date so paperwork can be filed and new certificates received from the State before current certificates expire. It is Contractor's responsibility to ensure that there is never an expired certificate posted, and to provide the CDDR with a copy of the inspection for review. Failure to perform this inspection will be a material breach of this contract and may result in termination. The annual inspection costs shall be included as part of prices bid and not an additional expense to the City. The skirt index test for escalators shall be included as part of the contract monthly fee and not as an additional charge. Any repairs that are required or do not meet the standards or codes and are covered under the above-mentioned items will be performed at no additional charge to the City. Corrections or repairs that are needed and not covered by the contract must be provided in the form of a quotation, in writing, to the CDDR for approval prior to work being performed. Any repairs required or identified in the inspection report shall be completed within 60 days of inspection date, if possible, or sooner if required by the state inspector. If repairs cannot be completed within the 60-day period, Contractor shall notify City so that City may apply for an extension or waiver. Thereafter, Contractor shall complete all repairs within the time specified on the certificate of compliance issued by the executive director of the Texas Department of Licensing & Regulation. Contractor shall reimburse City for fees paid to apply for waivers or delays, if same are due to Contractor's negligence in completing repairs within the time specified, and any other costs resulting from said delays.
6. Contractor shall provide a copy of the annual and five-year test reports to the CDDR or the designated representative.

R. CODE AND OTHER TESTS: The Contractor shall:

7. Contractor shall schedule, coordinate, and complete statutory Category 1 and 5 tests and other equipment tests, including, but not limited to:
 - a. Annual no load slow speed test of car safeties, governors, and buffers.
 - b. Five-year, full load, full speed test of car safeties, governors, and buffers.
 - c. Monthly firefighters' service operational tests.
 - d. Annual pressure relief tests on hydraulic elevators.
 - e. Annual standby power operation tests on elevators.
 - f. Annual escalator step/skirt index test.

- g. Monthly operational tests: battery pack car emergency lighting, monthly car emergency communication device, and battery pack car lowering devices or car rescue devices.
- 8. Contractor shall make "Periodic Inspections and Tests" in accordance with the Authority Having Jurisdiction (AHJ) requirements, and with the current ASME A17.1 code.
- 9. Contractor shall affix metal tags for all Category 1 and 5 tests in accordance with ASME A17.1-2004 or later adopted by the AHJ.
- 10. Contractor's failure to execute statutory tests mandated by either national Codes or local jurisdictions or regulations within thirty calendar days of required time constraint shall make the Contractor responsible for any fines assessed by the AHJ. In the event the AHJ places the elevator out of service or levies a fine because of missed statutory tests, no additional costs shall be paid by City. Equipment must be placed back into service within the time required for repairs, or Out of Service Credits shall apply. To prevent missed required testing, the contractor shall attempt to schedule said tests in a timely manner with the CDDR.
- 11. Before performing tests of the elevators, Contractor shall take all reasonable steps to verify that the equipment is in a safe condition for testing, shall check appropriate clearances, and shall adhere to best practices in making the tests, including all safety procedures in general use by the Contractor or published by the Contractor or manufacturer of the equipment.

S. CONTACT SERVICE LOGS: The Contractor shall provide the following logs.

- 12. Service logs shall consist of but not be limited to:
 - a. Service Provider number
 - b. Building Name and Location
 - c. Elevator / Escalator / Dumbwaiter number
 - d. Date and time call was placed
 - e. Date and time technician arrived
 - f. Date and time unit was returned to service
 - g. Identifier for calls placed due to misuse of equipment or vandalism
 - h. Identifier for calls placed due to entrapment
- 13. Maintenance Logs shall consist of but not be limited to:
 - a. Service Provider number
 - b. Building Name and Location
 - c. Elevator / Escalator / Dumbwaiter number
 - d. Date of maintenance action
 - e. Description of maintenance tasks performed.
 - f. Description of any testing and inspection procedures performed.

T. Building LOG:

- 14. Upon arrival and departure, all Contractor employees shall register by signing in/out using the Building log book that's maintained at the front main desk at each location. In addition, City may

require Contractor's employees to check in with designated personnel each time they enter the building.

15. The site maintenance log book shall indicate the name of person or persons, time of arrival, purpose of visit, (i.e. callback, schedule maintenance, scheduled repair, Supervisor's inspection, etc.), and a brief description of the work accomplished, including Equipment designation, and time of departure.
16. Contractor's employees who perform billable work shall leave time tickets after each visit when leaving the property. Alternatively, City may approve an electronic version. Time tickets shall include, at a minimum: Name of mechanic, time of arrival, purpose of visit, identification of Equipment serviced, work accomplished, and time of departure.
17. City may elect to have entries via a manual or electronic log device provided to City electronically.

U. SEMI- ANNUAL MEETINGS:

18. Contractor shall coordinate and schedule Semi-annual meetings with City's CDDR or alternate representative. The scope of this meeting shall include but not be limited to:
 - a. A review of the previous month's Service Requests and callbacks.
 - b. A review of maintenance, including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of equipment from service;
 - c. A review of any reported complaints;
 - d. Such other elevator-related items as may be appropriate;
 - e. A review of on-site spare equipment or parts for the elevators;
 - f. A review of maintenance logs ; and
 - g. If requested by City, Contractor shall provide a monthly list of Service Requests and callbacks for review by City prior to the quarterly meetings.

V. REMOVAL OF PARTS:

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

4.11 GENERAL WORK REQUIREMENTS:

1. Contractor shall furnish all labor, equipment, materials, and supplies required to comply with the solicitation.
2. Contractor shall perform all work in strict compliance with the requirements of the manufacturer's requirements, and all applicable federal, state, and local laws and regulations.
3. Contractor shall lay out the work using acceptable practices before starting any activities.
4. Time shall be based on actual time spent on the job site. Travel charges to the job site will NOT be allowed. Mileage and travel time to and from the job site is not reimbursable under this contract. Mileage and travel costs shall be included in the quoted prices.
5. Additional work on this contract can only be performed with prior City approval. The City, however reserves the right to solicit bids from other companies on repair work that is not specifically included in the scope of this contract.

6. Before ordering any materials or performing any work, the Contractor shall verify all requirements and shall be responsible for correctness of the same.
7. Parts and workmanship shall be those as recommended by the manufacturer of the equipment, professional trade standards, and applicable codes and standards.
8. Contractor shall furnish manufacturer's recommend material and other items for the maintenance of the Equipment to the City's Designated Departmental Representatives (CDDR).
9. Contractor staff, including but not limited to, supervisor, service representatives and service technicians shall meet and follow all City security and other standards.
10. Contractor shall be responsible for the conduct and performance of the Contractor's employees including any subcontractors.
11. City will provide necessary and reasonable means of access to the equipment being serviced. Contractor shall be free to stop and start all primary equipment incidental to the maintenance of the equipment as necessary provided that arrangements in advance are mutually agreed upon by the Contractor and the CDDR. The Contractor will furnish a detailed estimate of downtime for all repairs. Extended periods of equipment shutdown at any facility must be coordinated through CDDR.
12. 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.
13. A digital picture shall be required for any failed part(s) over a \$500.00 aggregated cost. City also may require Contractor to produce the failed part for City's inspection.
14. Contractor shall provide a company contact and phone number for all inquiries from the City if awarded this contract.
15. Quoted prices shall reflect all associated costs including materials and labor hours.
16. Contractor's forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation of this contract.
17. The work in this solicitation shall be performed while the facilities are occupied or unoccupied, therefore, the Contractor shall provide the services in a manner which does not impact or interfere with occupants daily responsibilities.

4.12 SUBMITTALS

1. A manufacturer's letter certifying that the contractor is authorized to provide the services required under this solicitation must be submitted with the bid response. Notify the CDDR within ten (10) calendar days of any changes to manufacture certification.
2. Product and Material Data: Within ten (10) calendar days after notice to proceed or issuance of City Purchase Order for the scheduled maintenance of the solicitation, Contractor shall submit product and material data for each type of product indicated or anticipated to be used under this solicitation. The product data shall include a manufacturer's printed statement of VOC content. For repairs or other requirements, the Contractors shall provide within five (5) calendar days after notice to proceed or issuance of City Purchase Order shall provide material data information.
3. Within ten (10) calendar days after notice to proceed or issuance of City's Purchase Order Contractor shall provide a contract/project schedule to City's Designated Departmental Representative (CDDR) for approval and coordination with Facilities representative or designee.
4. In addition to the Invoicing and Payment terms in Section 006 - General Terms and Conditions and Attachment M – Working with COSA – Keys to faster payments, all invoices must be submitted in duplicate (one copy to City's

Designated Departmental Representative (CDDR) and original invoices to Accounts Payable. Invoices must be submitted within fifteen (15) calendar days of completing the work.

- a) Invoice must include Purchase Order number.
 - b) Invoices must be legible.
 - c) Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any).
 - d) 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.
 - e) Payment by the City is deemed to be made on the date of mailing the check.
 - f) The following documentation shall be attached to each invoice to validate charges:
 - Proof of City Permit Fees Paid (if applicable)
 - Proof of final inspection.
5. If corrections to the invoice are required to meet City's requirements, the contractor shall make the corrections within two (2) calendar days after e-mail notification from CDDR.
 6. The Contractor shall provide warranty documents to the CDDR within five (5) calendar days after completion of the work.
 7. The Contractor shall provide manufacturer maintenance procedures (O&M Manuals as applicable) to CDDR within five (5) calendar days after completion of the work.
 8. The Contractor shall provide installation procedures to CDDR within five (5) calendar days after completion of the work.
 9. Maintenance Control Program (MCP): The Contractor shall prepare and provide a written MCP in compliance with the current ASME A17.1 code, and the Authority Having Jurisdiction (AHJ) requirements within ten (10) calendar days after notice to proceed or issuance of City Purchase Order. Instructions for locating this written program shall be kept in the Machine Room with a copy provided to the CDDR for each elevator and escalator as required by ASME A17.1. Documentation of the MCP must be kept in a visible location in each machine room.
 10. Contractor shall provide a comprehensive written and/or computerized report based on each system after testing, maintenance and repairs are completed at each location. The report will advise of all inspection problems or potential problems, and include the maintenance history of all components within each system. The maintenance report to include checklists and schedules shall be submitted to the CDDR monthly within five (5) calendar days after completion of the work. Payment may be withheld on any unit if scheduled maintenance is not performed and/or report is not submitted as specified.
 - a. If the system does not pass, Contractor shall supply an itemized estimate cost for repair to make the system functional at full load rating to the CDDR. Refer to City's repair options as stated in this document.
 11. The Contractor shall provide an annual schedule for the work included in this scope of services within 30 calendar days after award for the present fiscal year. The contractor shall provide a new schedule by September 1 of each year thereafter.
 12. The Contractor shall provide a written safety and spill plans within ten (10) calendar days after award for the present fiscal year. The Contractor shall provide an updated safety and spill plans by September 1 of each year thereafter.
 13. The Contractor shall provide a written quality control plan within ten (10) calendar days after award for the present fiscal year. The Contractor shall provide a maintenance plan by September 1 of each year thereafter.
 14. The Contractor shall provide monthly and annual service logs to CDDR for each location within ten (10) calendar days after award for the present fiscal year, and on Oct 1 of each year thereafter.
 15. All submittals shall be provided in written and electronic formats.
 16. Asset Life Cycle Report: On an annual basis, Contractor shall provide an asset life cycle management program that conducts a full analysis of the current Equipment installation and prepares a modernization plan to improve

the Equipment to modern safety, accessibility, performance, and aesthetics standards. The plan will evaluate investment schedules and constraints to assist the CDDR with preparing budgetary costs for the investment ranging from individual elevator parts through full modernization packages. This is for the lifetime of the building. Contractor shall provide the first plan within sixty (60) days' of contract award and before March 1 of each year thereafter.

17. Test reports and results shall be submitted to the CDDR within five (5) days after tests are conducted.

18. (Optional) Internet web-based

- a. Contractor shall maintain an Internet web-based electronic recordkeeping system for elevators, escalators and dumbwaiters that provides real-time tracking of maintenance, work in progress, and information about other services performed. The system must allow the City to receive automated reports by e-mail, track invoices, and generate historic reports for tracking and budgeting purposes. The system must also log all service calls placed by City and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered and the steps taken to correct the problem. City shall be allowed to view this data online.
- b. A record of all maintenance, callbacks and repairs shall be kept by Contractor indicating work performed, any difficulties experienced and the corrective measures taken to eliminate the difficulties. These records shall be provided to the CDDR and all work accomplished shall be verified in writing. Contractor's mechanic shall check into the Maintenance Office or with the Maintenance Representative upon arrival to and departure from the facility. Copies of mechanic's time tickets, verifying time spent during each visit shall be left with the CDDR. Contractor shall provide City with a logbook to serve as a permanent record of sign in and sign out of their personnel. Contractor personnel shall sign in and out at a location to be determined by the CDDR. The City shall be given access to repair and service call history for any units on contract using Contractor's Internet web based system.
- c. At a minimum, the City shall be able to view the following data on-line:
 1. Equipment inoperable by unit over the prior 18 months.
 2. Service callback dates and statistics by unit
 3. Completed maintenance procedures (checklists) by unit
 4. Preventive maintenance tasks (checklists) and dates performed by unit
 5. Equipment performance by Unit
 6. Equipment usage by Unit
 7. Placed service calls for each month
 8. Contract financial information/account statements
 9. Entrapments by Location
 10. Equipment placed out-of-service with brief explanation (by unit)
- d. City must be able to pull and print reports of such data at any time.
- e. The online system shall be capable of providing customized information and reports to City via email on a prescheduled basis. Prior to contract start, Contractor shall provide the Internet web address and instructions and training on how to use the system.

4.13 WORK HOURS

1. Normal Working Hours: Normal working hours are defined as Monday – Friday, 8:00 AM to 5:00 PM, exclusive of City authorized Holidays.

2. Overtime work hours will be Monday through Friday 5:01 p.m. to 7:59 a.m., all day on weekends and on City recognized holidays.
3. All work shall be coordinated with the respective Facilities representative (CDDR) or designee to ensure building access can be accommodated, and there will be minimal disruption to the building occupants at all locations.
4. For Building & Equipment Services: City Hall and the Municipal Plaza Building are inaccessible on Wednesday afternoons and all day on Thursdays. In the event that maintenance or repairs are required on these days, the CDDR will provide written authorization to the Contractor to enter the premises and perform the required services.
5. All testing at the following locations shall be performed after normal business hours (or weekends) on the designated day of the week at the indicated time. All other locations can be performed during normal business hours. Five-year Full Load, Full Speed testing must be performed after normal business hours at all locations.
 - City Hall: MTWF after 6 pm
 - Municipal Plaza Building: MTF after 6 pm
 - International Center: MTWTH after 6 pm (not on weekends)
 - Frank Wing Municipal Courts: M – F after 6 pm
 - Cliff Morton Development Business Center: M –F after 6 pm
 - Plaza de Armas: M –F after 6 pm

4.14 BUILDING RESTRICTIONS

1. ACCESS: The contractor shall make prior arrangements with the designated COSA representative (CDDR) for gaining access to the building(s) to perform all services. This may require obtaining temporary access badges in some cases.
2. IDENTIFICATION. Contractor's and/or subcontractors' personnel shall present a professional appearance and be readily identifiable to City staff when called out, to perform work under this contract. Contractor shall have the following:
3. Vehicle(s) must have Contractor's name and, if applicable, logo.
4. Contractor Uniforms or Company Logo Apparel. Contractor's personnel shall present a neat appearance and be easily recognizable as a contractor employee. This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate ID badges which contain the company's name and employee's name. Contractor's uniforms shall be clean, unstained, well-fitting, and in good order. Shoes shall be sturdy construction and shall cover the foot to meet any required sanitation and safety requirements. Open-toed shoes, sneakers, sandals, and hells higher than two inches shall not be worn.
5. ID Badges. Contractor's employees and subcontractors performing work under this contract shall wear ID Badges at all times while performing work under this contract. Badge content must be approved by City. At a minimum, badges must contain name of employee, and name of contractor performing the work. PARKING: The contractor shall make arrangements with the designated City representative prior to off-loading tools and equipment at the job site. The contractor shall park only in spaces assigned by the designated City representative.
6. Contractor shall park only in designated parking spaces when performing solicitation services at any location. The Contractor shall park vehicle and equipment legally and pay all associated costs for parking if applicable. The City will not be responsible for any violations, fines, or tickets incurred by the Contractor.
7. RESTROOMS: Restrooms shall not be used for washing of tools and equipment.
8. SECURITY: The contractor shall provide a list of all contractor personnel or subcontractors at each job site and comply with all security measures required by the City. The Contractor personnel shall follow all required security standards and procedures to gain access to the facilities.

4.15 WARRANTY:

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

4.16 UNSATISFACTORY PERFORMANCE:

1. Unsatisfactory performance may result in a negative vendor performance report. COSA may consider the following performance by the vendor as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:
 2. "Call Backs"
 3. Contractor personnel assigned not having the skills or knowledge to diagnose the problem or perform the repair or both.
 4. Contractor not providing submittals as required by the solicitation.
 5. Contractor not completing the work as required by the solicitation.
 6. Contractor not providing invoices as required by solicitation.
 7. Contractor not meeting the project schedules as required by solicitation.
 8. Contractor does not meet performance requirements.
 9. Contractor does not meet certification requirements.
 10. Contractor does not meet documentation requirements.
 11. Contractor places any Equipment out-of-service for more than two (2) calendar days.
12. Contractor does not contact the CDDR to inform them about Equipment status.

4.17 DELIVERY, STORAGE AND HANDLING REQUIREMENTS

1. Materials shall be delivered to the job site by the contractor and the quantity shall be sufficient to complete the contract requirements.
2. Materials shall be protected from the environment and temperature fluctuations (must prevent items from freezing).
3. Contractor shall secure all spare parts and supplies in an approved UL listed cabinet or container.

4.18 QUALITY CONTROL

1. Only trained and certified technicians shall be used to provide services.
2. Only products shipped directly from manufacturer or an approved distributor shall be used for this contract.
3. The awarded contractor shall ensure that quality standards are followed during all maintenance and repair services.
4. All services must meet codes and manufacturer's standards.
5. The contractor is responsible for quality control procedures.
6. The contractor shall provide a report that indicates they are meeting all performance requirements.

4.19 SERVICES AND RESPONSE TIME:

Contractor shall maintain the services of a professionally staffed telephone answering system so that immediate and continuous contact on a twenty four (24) hour per day, seven (7) days per week and three hundred and sixty five (365) days per year basis can be made. Answering service personnel shall be employed by Contractor. Answering machines are not acceptable. Contractor shall provide a point of contact (name and phone number) to be available 24/7/365 including weekdays, weekends, and holidays.

Contractor shall provide name and phone number of the technician(s) providing the services and ticket number or service order number.

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

1. SCHEDULED MAINTENANCE SERVICE:

- a. The Contractor shall perform the scheduled work within ten (10) working days of the scheduled date. The only exceptions are potential unforeseen conditions (for example, bad weather during the scheduled date).
- b. After the initial proposed schedule is developed, the Contractor shall notify CDDR via email the list of facilities that are scheduled for service fourteen (14) calendar days before the proposed date.

2. EMERGENCY SERVICE:

- a. The Contractor shall call back the CDDR within fifteen (15) minutes.
- b. Contractor technician(s) shall respond on site within thirty (30) minutes of receiving the notification during the week, weekends and holidays.
- c. If an inspection reveals a problem exists in the equipment which is attributable to Contractor's lack of adherence to scheduled maintenance and quality controls, the total cost of the emergency service visit, including parts and labor, shall be borne by Contractor, and no additional charges will be authorized by City.

- d. An emergency call is any condition that can potentially impact the health, safety and welfare of City employees and the public as determined solely by City. City will identify emergency calls at time of notification.
- e. For the purposes of this contract, repairs not covered by the outlined Scheduled Services portion of the Price Schedule and deemed necessary by City may be classified as an EMERGENCY REPAIR. Contractor shall not begin any work that is beyond the scope of the maintenance specifications herein, unless specifically requested by the CDDR in writing by issuance of a purchase order or requesting the service in writing by email from the CDDR. After the email, a purchase order will be provided by CDDR within seven (7) working days. Contractor shall provide a quotation of the work to be performed with an estimated cost for repair within two (2) hours for emergency service calls.
 - i. Some emergencies are of such a nature that it is impossible to wait for issuance of a purchase order or creation of an estimate. The CDDR will determine which situations fall under these circumstances and Contractor shall provide the services needed as directed.
- f. The work shall be completed on the same day of the notification. If work cannot be completed during the same day of the notification due to circumstances beyond the Contractor's control, the work shall be completed, within two (2) calendar days of receipt of notification. All requirements shall be identified within four (4) hours of the notification. Material requirements shall be processed and ordered within eight (8) hours of receipt of notification. Materials shall be received within two (2) days of receipt of notification. All work shall be completed and the elevator fully functioning within two (2) calendar days after initial notification, whether by fax, phone or email. If these requirements cannot be met, the contractor shall provide documentation to the CDDR for evaluation and determination of the final completion date.
- g. This work shall be billed in accordance with labor and parts charges listed on the Price Schedule. City will not pay for any unauthorized parts or labor charges. Contractor shall submit invoices for Emergency Repair work with City's purchase order number reflected on the invoice. Such invoices shall have the language EMERGENCY REPAIR indicated and reflect billing in accordance with the Price Schedule. All emergency repairs shall be performed during City's normal working hours, unless otherwise required by City.

3. URGENT SERVICE:

- a. Contractor shall call back the CDDR within fifteen (15) minutes.
- b. Contractor technician(s) shall respond on site within two (2) hours of receiving the notification, regardless of whether it is normal or overtime working hours.
- c. The work shall be completed on the same day of the notification. If work cannot be completed during the same day of the notification due to circumstances beyond the Contractor's control, the work shall be completed, within two (2) calendar days of receipt of notification. All requirements shall be identified within eight (8) hours of the notification. Material requirements shall be processed and ordered within twelve (12) hours of receipt of notification. Materials shall be received within two (2) days of receipt of notification. All work shall be completed and the elevator fully functioning within two (2) calendar days after initial notification, whether by fax, phone or email. If these requirements cannot be met, the contractor shall provide documentation to the CDDR for evaluation and determination of the final completion date.
- d. Contractor shall not begin any work that is beyond the scope of the maintenance specifications herein, unless specifically requested by the CDDR in writing by issuance of a purchase order or requesting the service in writing by email from the CDDR. After the email, a purchase order will be provided by CDDR within seven (7) working days. Contractor shall provide a quotation of the work to be performed with an estimated cost for repair within four (4) hours for urgent service calls.
- e. This work shall be billed in accordance with labor and parts charges listed on the Price Schedule. City will not pay for any unauthorized parts or labor charges. Contractor shall submit invoices for Urgent Repair work with City's purchase order number reflected on the invoice. Such invoices shall have the language URGENT REPAIR indicated and reflect billing in accordance with the Price Schedule. All urgent repairs shall be performed during City's normal working hours, unless otherwise required by City.

4. ROUTINE AND REPAIRS SERVICE:

- a. Contractor shall call back the CDDR within fifteen (15) minutes.
- b. Contractor technician(s) shall respond on site within four (4) hours of receiving the notification, regardless of whether it is normal or overtime working hours.
- c. The contractor shall complete repairs on an hourly basis. The hourly cost must be stated on the attached price schedule.
- d. The work shall be completed the same day of the notification. If work cannot be completed during the same day of the notification due to circumstances beyond the Contractor's control, the work shall be completed within two (2) calendar days after identifying the materials and other requirements. All requirements shall be identified within eight (8) hours of the notification. Material requirements shall be processed and ordered within twelve (12) hours of receipt of notification. Material shall be received within two (2) days of the notification. All work shall be completed and the elevator fully functioning within two (2) calendar days after initial notification whether by fax, phone or email. If these requirements cannot be met, the contractor shall provide documentation to the CDDR for evaluation and determination of the final completion date.
- e. Contractor shall not begin any work that is beyond the scope of the maintenance specifications herein, unless specifically requested by the CDDR in writing by issuance of a purchase order. Contractor shall provide a quotation of the work to be performed with an estimated cost for repair within twenty four (24) hours.
- f. This work shall be billed in accordance with labor and parts charges listed on the Price Schedule. City will not pay for any unauthorized parts or labor charges. Contractor shall submit invoices for Routine Repair work with City's purchase order number reflected on the invoice. Such invoices shall have the language ROUTINE REPAIR indicated and reflect billing in accordance with the Price Schedule. All routine repairs shall be performed during City's normal working hours, unless otherwise required by City.

5. Event Standby Services: Event standby services shall be provided on an as needed basis based on facility event needs and paid in accordance with the hourly rates shown on the Price Schedule. Event standby services means Contractor shall have mechanics present in the building during an event, on standby to provide services, if needed. The CDDR may designate the number of Contractor personnel required to be on site during such an event. Contractor shall not charge any additional hourly labor rates (such as hourly labor rates for non-covered repairs) for repairs made while Contractor is performing Event Standby Services. Contractor shall be given a minimum of a one (1) day notice of a scheduled event that requires standby services.

6. CALL BACKS AND RESPONSE TIME: Callbacks during normal working hours and/or after normal working hours are included in the price of this contract for both covered and non-covered work. Call-back service is included at no additional cost to City.

4.20 OUT OF SERVICE CREDITS:

1. Whenever any elevator, escalator and related components are inoperable or malfunctioning for extended periods, substantial and intangible harm may accrue to the City, its citizens and patrons. The City may invoke service credits if Contractor fails to meet the required response times for Emergency, Urgent and Routine services. Parts shall not be swapped from unit to unit to avoid an out of service credit. In addition, whenever Equipment has been placed out-of-service by the Contractor for any reason, it shall be restored to normal functioning capacity within 48 hours. Any unit that remains out-of-service beyond 48 hours shall be subject to out of service credits, which may be assessed by City.
2. City may, at its discretion, instruct Contractor to perform this remedial maintenance at another specified time, in which case the service credit will not be invoked. The service credit does not apply to Force Majeure conditions, or when units are taken out of service to accomplish pre-planned, City approved activities.
3. The Service Credit is \$50.00 per hour or fraction of an hour, for failure to respond within the required time period. The Service Credit is \$50.00 per hour or fraction of an hour, for failure to restore a unit to operational condition within the time specified, until the situation is rectified, and the equipment is placed back in service. The CDDR will confirm that the equipment is functioning properly and notify the respective City staff.

4. Scheduled maintenance work that is not completed and results in an inoperable system is not cause for a waiver of the Service Credit.
5. The Service Credit is not invoked in those instances where inoperable systems are a result of an accident caused by others, and not due to Contractor's error, lack of maintenance, or negligence, indicated herein. Contractor is responsible for ensuring that the CDDR is made aware of these situations within thirty (30) minutes of their occurrence.
6. The Service Credits apply to elevators, escalators, dumbwaiters and related components separately; therefore, simultaneous breakdowns of several units may invoke multiple Service Credits.
7. The CDDR shall be the final authority on whether or not a service credit is invoked. When a service credit has been invoked, City shall calculate such service credit and Contractor shall include the deduction on the next invoice following City's notice. However, City is not required to invoke the service credit before the next invoicing period. If the amount of the Service Credit exceeds the amount of the invoice, Contractor must continue to apply the service credit to subsequent invoices until the full amount has been applied. If the contract is at the end of its term, Contractor shall pay City any balance due in Service Credits within 30 days of the contract's expiration or termination. City's failure to invoke service credits at any point in time shall not be deemed a waiver. Continual failures by Contractor to expedite work to correct malfunctions is cause for termination of the contract and use of performance bond monies to, among other things, effect required repairs.
8. The Parties agree that these Service Credits are liquidated damages, and not a penalty.

4.21 PERFORMANCE STANDARDS

The contractor shall meet all of the requirements in Building Transportation Standards and Guidelines Elevator Industry Inspection Handbook. In addition to previous requirements, the performance standards shall consist of but not be limited to:

1. Floor-to-floor times are measured in seconds from start of doors closing, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors are 3/4 open for center opening doors or 1/2 open for side opening doors. Times shown are ± 0.2 seconds.
2. Door opening times are measured in seconds from start of car door open until doors are fully open. Times shown are ± 0.1 seconds.
3. Door closing times are measured in seconds from start of door close to doors fully closed, and shall be no less than the times shown per above schedule or those permitted by code. Times shown are ± 0.1 seconds. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed. Door closing force shall be no more than 30 lbf.
4. Stopping accuracy shall be measured under all load conditions and maintained per Appendix A. Standards shown are maximum allowable from no load to full load.
5. Variance from rated speed, regardless of load, shall not exceed the following:
 - a. 3% for closed loop equipment.
 - b. 5% for open loop equipment.
 - c. +10% up/-20% down, no load, for hydraulic equipment.
6. Door opening and closing shall be smooth and quiet, with smooth checking at the extremes of travel. Car and hoist way doors shall open flush with entrance jambs and each other.
7. Acceleration and deceleration shall be smooth, with no noticeable "steps" or bumps to increase or reduce speed, and no objectionable vibrations.
8. Elevator cars shall travel smoothly and quietly through the hoist ways.

9. Performance requirements indicated are minimum standards and are not the sole criteria for judging the Contractor's performance.
10. Car Ride Quality and Noise: All elevators shall be maintained and adjusted to meet the performance requirements per the original specifications for each property and within the following parameters:
 - a. Horizontal acceleration within the cars during all riding and door operating conditions shall not exceed 20 mg peak to peak for geared and MRL elevators, in the 1-10 Hz range. Measurement Criteria: ISO 8041, peak -to-peak vs. A95 standard.
 - b. Vertical acceleration and deceleration shall be constant and not exceed 4 feet/second/second with an initial ramp between 0.5 and 0.75 seconds.
 - c. Sustained jerk shall not exceed 6 feet/second.
 - d. Measured noise levels in any moving car outside the leveling zone shall not exceed 55 dB(A) under any condition including ventilation blower or fan on highest speed. Measured noise levels in the car within the leveling zone or when the car is stopped shall not exceed 60 dB(A). There shall be no discernible sound in the elevator car from the machine, pump unit, ropes, sheaves, motor generator sets, platforms, cab walls, or car guides unless it is mutually determined by Contractor and City that such sounds are attributable to the design of the equipment (provided such design exception shall not apply to the extent that Contractor has provided design or redesign Services under this Agreement or a related agreement).
11. Escalator Ride Quality and Noise: All escalators shall be maintained and adjusted to meet the performance requirements per the original manufacturer's specifications for each unit and within the following parameters:
 - a. Step Speed: Unit shall operate at contract speed under any loading condition in either direction of travel.
 - b. Handrail Speed: Handrail speed shall be substantially same as step speed.
 - c. Noise and Vibration Control: Measured noise levels relating to escalator equipment and its operation shall not exceed 60 dBA, measured 3'-0" above escalator at any point of its length.

4.22 SPECIAL CONDITIONS:

1. Contractor will not be responsible to install additional equipment that may be required or recommended by insurance companies, governmental agencies, or others.
2. Additional work outside the scope of this contract can only be done with prior City approval. The City reserves the right to accept Contractor's proposal or solicit bids from other companies for repair work that is not specifically included in the scope of this contract.
3. If at any time, after the date of the bid, Contractor reduces the comparable price of any article or service covered by this bid to customers other than City, the price to City for articles or services shall be reduced proportionately. Such reductions shall be effective at the same time and in the same manner as the reduction in price to customers other than City. In addition to invoicing at the reduced prices, Contractor shall furnish promptly to City complete information as to such reductions.
4. The City reserves the right to delete locations during the contract term. The City will advise Contractor of the deletion of any locations, any old items, and when service shall be terminated for deleted items.
5. City reserves the right to make, or cause to be made, inspections and tests whenever it deems advisable or necessary to ascertain that the requirements of this solicitation are being fulfilled. The Contractor agrees to furnish personnel to accompany City and/or its representatives during such inspections at no cost to City. Deficiencies noted shall be submitted in writing to the Contractor. The Contractor shall, promptly (within ten (10) days, unless otherwise agreed), correct deficiencies covered under the terms of this Agreement at its sole expense.
6. Should Contractor require remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs shall be at Contractor's sole expense.

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

10. OBSOLESCENCE

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

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or OCTOBER 1, 2017, whichever is later. This contract shall terminate on SEPTEMBER 30, 2020.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 2 additional 1- year periods. Renewals shall be in writing and approved by the San Antonio City Council, as evidenced by passage of an ordinance therefore.

Temporary Short Term Extensions.

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

Temporary Contract Pending Award of Contract by City Council

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

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

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

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

Catalog Discount Pricing.

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

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

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

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

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

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

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

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

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

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

Insurance.

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
--	---

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

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

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

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

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

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

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

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

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

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

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

Proposal Bonds.

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

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

Payment Bond.

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

Performance Bond.

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

Incorporation of Attachments.

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

Attachment A – Part One – General Information

Attachment A – Part Two – Experience, Background and Qualifications

- Attachment A – Part Three – Proposed Plan
- Attachment B – Price Schedule
- Attachment C – Contracts Disclosure Form
- Attachment D – Litigation Disclosure Form
- Attachment E – Small Business Economic Development Advocacy (SBEDA) Program
- Attachment F - Subcontractor/Supplier Utilization Plan
- Attachment G - Veteran Owned Small Business Preference Program (VOSBPP) Ordinance
- Attachment H – Veteran-Owned Small Business Preference Program Tracking Form
- Attachment I – HB 1295 Certificate of Interested Parties
- Attachment J – Non-Discrimination Ordinance Language
- Attachment K – Equipment ID and Location
- Attachment L - Prevailing Wage Rates
- Attachment M - Criminal Justice Information Services
- Attachment N – Working with COSA – Keys to faster payments

- Attachment O – Small Business Economic Development Advocacy (SBEDA) Presentation
- Attachment P - 05/16/17, Pre-Submittal Conference Sign-in Sheets
- Attachment Q – Proposal Checklist

Prevailing Wage Rate and Labor Standard Provisions.

The Provisions of Chapter 2258 of the Texas Government Code, and the "Wage and Labor Standard Provisions" amended in City Ordinance 2008-11-20-1045, expressly are made a part of this Contract. 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 K . 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 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.

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.

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 a criminal background check to provide services in these facilities. Contractor is responsible for ensuring that each person performing services under this contract at a facility with access to criminal justice information does not have any of the following disqualifiers:

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

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

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.

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

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

Payment by City.

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

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

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

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

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

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

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

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem

necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Respondent Information

Please Print or Type

Vendor ID No. _____

Signer's Name _____

Name of Business _____

Street Address _____

City, State, Zip Code _____

Email Address _____

Telephone No. _____

Fax No. _____

City's Solicitation No. _____

Signature of Person Authorized to Sign Proposal

008 - STANDARD DEFINITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

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

DUNS NUMBER: _____

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

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

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. **Previous Contracts:**

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

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

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

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

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

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

REFERENCES

Contractor shall provide three (3) customer references of similar size and scope of projects within an estimated dollar value of \$500,000 or greater within the last 5 years. Customer references must indicate work performed as a factory authorized dealer. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of products and service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Products and/or Service Provided: _____

Annual Dollar Value for Products and/or Service Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Products and/or Service Provided: _____

Annual Dollar Value for Products and/or Service Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Products and/or Service Provided: _____

Annual Dollar Value for Products and/or Service Provided: _____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Provide Respondent's documentation for Texas Department of Licensing and Regulation (TDLR) registration.
2. Has Respondent's firm been in existence for 10 years? Fully describe Respondent's company and experience as it relates to the following:
History of company (to include number of years/months in business);
History of company operations and types of services performed over the past ten years;
History of elevator and escalator preventive maintenance and repair contracts, businesses/organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
3. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
4. Describe length of time Respondent has performed project(s) of similar size and scope, including services in high use public buildings.
5. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
6. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
7. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
8. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
9. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
10. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

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

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

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

2. Staffing Plan – Describe Respondent's Staffing Plan for providing Elevator, Escalator, and Wheelchair Lift Services. Provide a weekly staffing schedule which indicates the total number of hours to be worked by each job classifications employed on this Project for each facility. The Contractor must have available a minimum workforce of certified elevator technicians with the specified qualifications, that are able to respond to multiple service calls and perform scheduled maintenance work simultaneously on any given day without impacting the availability of Equipment at any of the various locations throughout the city.

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

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

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

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

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

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

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

Respondent shall include a copy of the proposed preventive maintenance schedule for the various locations separately.

Indicate how Respondent distinguishes minor repairs from major repairs.

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

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

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

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

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

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

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

AWARDED CONTRACTOR(S) ACCOUNT REPRESENTATIVE:

Name: _____

Title: _____

Office Location: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

SERVICE REQUEST INFORMATION:

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

Contact Person: _____

Phone: _____

Fax: _____

Email: _____

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

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

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

13. Maintenance Control Plan – Contractor shall submit a written detailed Maintenance Control Program (MCP), specifically designed for City's equipment and defining its planned preventive maintenance procedures to facilitate this Agreement's intent and Services for all equipment included under this Agreement. Contractor shall adhere to the MCP, which shall meet the manufacturer recommendations and normal practices of the trade, and the minimum specifications contained herein. A copy of the proposed maintenance plan and schedule shall be submitted for each elevator, escalator and dumbwaiter system as part of Contractor's plan with its proposal. This schedule shall include maintenance checklists, which shall become the property of the City of San Antonio when completed. The maintenance checklist along with the MCP shall be permanently maintained in each machine room covered by this contract. Describe Respondent Maintenance Control Plan for equipment utilized for providing elevator and escalator preventive maintenance and repair services. Indicate 1) average age, 2) frequency of maintenance, and 3) frequency of replacement for the following equipment to provide elevator and escalator preventive maintenance and repair services:

- (a) Material handling equipment such as moving dollies and hand trucks.
- (b) Moving supplies such as furniture sliders and utility blankets.

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

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

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

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

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

19. Manufacturer Certification - Provide a letter from the manufacturer that the contractor is certified to perform the requirements of this solicitation with your proposal response. (See section 004 – Specifications and Scope of Service, 4.10 PROOF OF LICENSING AND CAPABILITY).

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

21. Preventive Maintenance Hours - For each item of equipment listed on the Price Schedule, indicated the number of hours per month that you estimate you will spend performing the Scheduled Services.

RFCSF ATTACHMENT B

PRICE SCHEDULE - Revision 1 Dated 6/19/17

ITEM 1 - Elevators and Dumbwaiters				
Elevators	(A) Quantity	Estimated hours for Preventive Maintenance per equipment	(B) Cost per Month	(C) Annual Cost A x B = C
Plaza De Armas Elevator 1, Passenger, Hydraulic Schindler, Decal # 086083, Serial # H3964-01	12		\$	\$
Frank Wing Municipal Courts Elevator 1, Passenger, Hydraulic Dover, Decal # 020333, Serial # E74374	12		\$	\$
Frank Wing Municipal Courts Elevator 2, Freight, Hydraulic Dover, Decal # 020334, Serial # EC6139	12		\$	\$
SAPD – Evidence & Property Room Elevator 1, Passenger, Hydraulic Schindler, Decal # 074564, Serial # HG1161-01	12		\$	\$
SAPD – Evidence & Property Room Elevator 2, Passenger, Hydraulic Dover, Decal # 010138, Serial # E83472	12		\$	\$
SAPD – Police Training Academy Elevator 1, Passenger, Hydraulic Dover, Decal # 014456, Serial # EA0879	12		\$	\$
Municipal Plaza Building Elevator 1, Passenger, Electric Drive MCE, Decal # 059484, Serial # 3100108	12		\$	\$
Municipal Plaza Building Elevator 2, Passenger, Electric Drive MCE, Decal # 050054, Serial # 3100109	12		\$	\$
Municipal Plaza Building Elevator 3, Passenger, Electric Drive MCE, Decal # 058390, Serial # 3100110	12		\$	\$
Northeast Service Center Elevator 1, Passenger, Hydraulic Thyssen Krupp, Decal # 054925, Serial # EN9310	12		\$	\$
City Hall Elevator 1, Passenger, Electric Drive MCE, Decal # 059490, Serial # 3110405	12		\$	\$
City Hall Elevator 2, Passenger, Electric Drive MCE, Decal # 062030, Serial # 3110406	12		\$	\$
City Hall Dumbwaiter	12		\$	\$
Cliff Morton Development Business Center Elevator 1, Passenger, Hydraulic Thyssen Krupp, Decal # 053188, Serial # EN9812	12		\$	\$
Cliff Morton Development Business Center Elevator 2, Passenger, Hydraulic Thyssen Krupp, Decal # 053189, Serial # EN9813	12		\$	\$
Carver Cultural Center Elevator 1, Passenger, Hydraulic Thyssen Krupp, Decal # 051249, Serial EM8781	12		\$	\$

International Center Elevator 1, Passenger, Hydraulic Dover, Decal # 034182, Serial # EG9788	12		\$	\$
International Center Elevator 2, Passenger, Hydraulic Dover, Decal #034183 , Serial # EG9789	12		\$	\$
International Center Elevator 3, Freight, Hydraulic Dover, Decal # 034169, Serial # EG9787	12		\$	\$
International Center Riverwalk Elevator 1, Hydraulic Smart Rise, Decal # 87883, Serial # 140321-001-C1	12		\$	\$
Valencia Hotel Elevator 1, Hydraulic Otis, Decal # 44577, Serial # 950212	12		\$	\$
San Antonio Main Library Elevator 1, Passenger, Electric Montgomery, Decal # 035581, Serial # CT78214	12		\$	\$
San Antonio Main Library Elevator 2, Passenger, Electric Montgomery, Decal # 035582, Serial # CT78215	12		\$	\$
San Antonio Main Library Elevator 3, Passenger, Electric Montgomery, Decal # 035579, Serial # CT78212	12		\$	\$
San Antonio Main Library Elevator 4, Passenger, Electric Montgomery, Decal # 035580, Serial # CT78213	12		\$	\$
San Antonio Main Library Elevator 5, Freight, Electric Montgomery, Decal # 035583, Serial # CT78216	12		\$	\$
Landa Branch Library Elevator 1, Passenger, Hydraulic Otis, Decal # 007275, Serial # 453922	12		\$	\$
The Commander's House Elevator 1, Passenger, Hydraulic Dover, Decal # 44539, Serial # E49399	12		\$	\$
Brackenridge Parking Garage Elevator 1, Passenger, Hydraulic Kone, Decal # 71045, Serial # LM859401G01	12		\$	\$
San Antonio Botanical Center Elevator 1, Elevette, Electric Inclinators, Decal # 54651, Serial # INC24	12		\$	\$
Marina - Parking Garage Elevator 1, Passenger, Hydraulic Motion Control, Decal # 059939, Serial # 3115700	12		\$	\$
Houston - Parking Garage Elevator 1, Passenger, Electric Motion Control, Decal # 059480, Serial # 3106792	12		\$	\$
Houston - Parking Garage Elevator 2, Passenger, Electric Motion Control, Decal # 050061, Serial # 3106793	12		\$	\$
Houston - Parking Garage Elevator 3, Passenger, Electric Motion Control, Decal # 062011, Serial # 3106794	12		\$	\$

Library – Parking Garage Elevator 1, Passenger, Hydraulic Montgomery, Decal # 032755, Serial # CP - 82331	12		\$	\$
St. Mary's Parking Garage Elevator 1, Passenger, Electric Thyssen, Decal # 051255, Serial # CM - 1787	12		\$	\$
St. Mary's Parking Garage Elevator 2, Passenger, Electric Thyssen, Decal # 051256, Serial # CM - 1788	12		\$	\$
St. Mary's Parking Garage Elevator 3, Passenger, Electric Thyssen, Decal # 051270, Serial # CM - 1789	12		\$	\$
Metro Health Department Elevator 1, Passenger, Hydraulic Dover/ECA, Decal # 019409, Serial # 00367	12		\$	\$
City Marina Elevator 1, Passenger, Hydraulic Dover, Decal # 014324, Serial # E76017	12		\$	\$
Presa Street Linkage Elevator 1, Passenger, Hydraulic Thyssen, Decal # 051278, Serial # EM7574	12		\$	\$
Riverwalk Trolley Station Elevator 1, Passenger, Hydraulic Dover, Decal # 040239, Serial # EJ2721	12		\$	\$
Riverwalk Elevator 1, Passenger, Hydraulic MCE, Decal # 050017, Serial # 3051083	12		\$	\$
Crockett Street Clock Tower Elevator 1, Passenger, Hydraulic CEMCO, Decal # 049870, Serial # BA70661	12		\$	\$
Farmer's Market Plaza Elevator 1, Passenger, Hydraulic Dover, Decal # 0358599, Serial # FJ-4273	12		\$	\$
Centro De Artes Elevator 1, Passenger, Hydraulic Thyssen Krupp, Decal # 64700, Serial # EP6645	12		\$	\$
Centro De Artes Elevator 2, Passenger, Hydraulic Thyssen Krupp, Decal # 64699, Serial # EP6646	12		\$	\$
La Villita – Bolivar Hall Elevator 1, Passenger, Hydraulic Elevator Control, Decal # 15550, Serial # 13025	12		\$	\$
Public Safety Headquarters Elevator 1, Passenger, Electric Drive Thyssen Krupp, Decal #082390 , Serial # CAZ555	12		\$	\$
Public Safety Headquarters Elevator 2, Passenger, Electric Drive Thyssen Krupp, Decal # 082381, Serial # CAZ549	12		\$	\$
Public Safety Headquarters Elevator 3, Passenger, Electric Drive Thyssen Krupp, Decal # 082382, Serial # CAZ550	12		\$	\$
Public Safety Headquarters Elevator 4, Passenger, Electric Drive Thyssen Krupp, Decal # 082383, Serial # CAZ551	12		\$	\$
Public Safety Headquarters Elevator 5, Passenger, Electric Drive Thyssen Krupp, Decal # 082384, Serial # CAZ552	12		\$	\$
Public Safety Headquarters Elevator 6, Passenger, Electric Drive Thyssen Krupp, Decal #082385, Serial # CAZ553	12		\$	\$
Public Safety Headquarters Elevator 7, Passenger, Electric Drive	12			

Thyssen Krupp, Decal # 082386, Serial # CAZ554			\$	\$
Fire Department Service Division Elevator 1, Passenger, Hydraulic Thyssen Krupp, Decal # 083727, Serial# EBC612	12		\$	\$
Subtotal Elevators and Dumbwaiters			\$ _____	\$ _____
TOTAL: ELEVATORS AND DUMBWAITERS			\$ _____	\$ _____

ITEM 2		Escalators – Central Library		
Escalators	(A) Quantity	Estimated hours for Preventive Maintenance per equipment	(B) Cost per Month	(C) Annual Cost A x B = C
Central Library Escalator 1, Electric Montgomery, Decal # 035578, Serial # CE78211	12		\$	\$
Central Library Escalator 2, Electric Montgomery, Decal # 035577, Serial # CE78210	12		\$	\$
Central Library Escalator 3, Electric Montgomery, Decal # 035575, Serial # CE78208	12		\$	\$
Central Library Escalator 4, Electric Montgomery, Decal # 035576, Serial # CE78209	12		\$	\$
Subtotal Escalators			\$ _____	\$ _____
TOTAL: ESCALATORS			\$ _____	\$ _____

ITEM 3		Non-Covered Repairs		
Description	Estimated Annual Quantity (A)	UOM	Price Per UOM (B)	Extended Total Price (A) x (B) = (C)
6A. Non-Covered Repairs – Mechanic Normal Business Hours (Hourly Rate)	300	HR	\$	\$
6B. Non-Covered Repairs – Mechanic Helper Normal Business Hours (Hourly Rate)	300	HR	\$	\$
6C. Non-Covered Repairs – Mechanic Overtime Hours (Hourly Rate)	300	HR	\$	\$

6D. Non-Covered Repairs – Mechanic Helper Overtime Hours (Hourly Rate)	300	HR	\$	\$
TOTAL Non-Covered Repairs				\$

ITEM 4	Event Standby Services			
Description	Estimated Annual Quantity	UO M	Price Per UOM	Extended Total Price
	(A)		(B)	(A) x (B) = (C)
4A. Event Standby Services - Mechanic Normal Business Hours (Hourly Rate)	150	HR	\$	\$
4B. Event Standby Services – Mechanic Helper Normal Business Hours (Hourly Rate)	5	HR	\$	\$
4C. Event Standby Services – Mechanic Overtime Hours (Hourly Rate)	50	HR	\$	\$
4D. Event Standby Services – Mechanic Helper Overtime Hours (Hourly Rate)	5	HR	\$	\$
TOTAL Event Standby Services				\$

ITEM 5: PARTS REQUIRED FOR OTHER SERVICES

ITEM 5	PARTS REQUIRED FOR OTHER SERVICES	
Contractor's markup percentage over contractor's cost		%

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

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

Prices will remain firm for the duration of the contract.

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

RFCSP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at

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

Instructions for completing the Contracts Disclosure form are listed below:

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

RFCSP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFCSP ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

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

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

RFCSP ATTACHMENT H

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

Posted as separate document.

RFCSP ATTACHMENT I

CERTIFICATE OF INTERESTED PARTIES FORM

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

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

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

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

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

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

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

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

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

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

RFCSP ATTACHMENT J

NON-DISCRIMINATION ORDINANCE LANGUAGE

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

RFCSP ATTACHMENT Q

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Price Schedule RFCSP Attachment B	
* Contracts Disclosure Form RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
* Subcontractor/Supplier Utilization Plan RFCSP Attachment F; and Associated Certificates, if applicable	
* Veteran-Owned Small Business (VOSB) Program Tracking Form RFCSP Attachment H	
* Certificate of Interested Parties Form RFCSP Attachment I - (Form must be notarized)	
Proof of Insurability 1) Insurance Provider's Letter 2) Copy of Current Certificate of Insurance	
Financial Information	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
Proposal Checklist RFCSP Attachment Q	
* Proposal Bond and Associated Power-of-Authority	
* Addenda, if any	
One (1) Original, 7 copies and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

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