



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100009580

ANNUAL CONTRACT FOR PREVENTIVE MAINTENANCE AND REPAIRS OF
HVAC - CITYWIDE
RFCSP 18-006

Date Issued: NOVEMBER 13, 2017

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM CT, DECEMBER 13, 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:

Office of The City Clerk
100 Military Plaza
1st Floor, City Hall
San Antonio, Texas 78205

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR PREVENTIVE MAINTENANCE AND REPAIRS OF HVAC -
CITYWIDE"

Proposal Due Date: 2:00 p.m. CT, DECEMBER 13, 2017

RFCSP No.: 6100009580

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 November 17, 2017 at 10:00 AM at 111 Soledad Street, Riverview Towers, 11th Floor – Hill Country Conference Room. A Site Visit will immediately follow the Pre-Submittal Conference.

Staff Contact Person: Maria (Lori) Blake, Procurement Specialist II, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: Maria.Blake@sanantonio.gov

SBEDA Contact Information: Lucy Barbosa, 210-207-3910, Lucy.Barbosa@sanantonio.gov

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

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 Wednesday, November 29, 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

Pursuant to Section 003 – Restriction 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 RFCSP has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an A session; and 2) City employees from the time the RFCSP has been released until the contract is awarded.

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

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

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

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS	4
003 - INSTRUCTIONS FOR RESPONDENTS	5
004 - SPECIFICATIONS / SCOPE OF SERVICES	15
005 - SUPPLEMENTAL TERMS & CONDITIONS	37
006 - GENERAL TERMS & CONDITIONS	43
007 - SIGNATURE PAGE	48
008 - STANDARD DEFINITION	49
009 - ATTACHMENTS	51

003 - INSTRUCTIONS FOR RESPONDENTS

PART A

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

Submission of Hard Copy Proposals. Submit one (1) **COMPLETE** original signed in ink, 7 hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc (NO SBEDA, VOSB AND/OR PRICING TO BE INCLUDED in the copies)** and one complete 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 PREVENTIVE MAINTENANCE AND REPAIRS OF HVAC – CITYWIDE” RFCSP 18-006, 6100009580**" 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 package. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Proposals must be received in the Office of the City Clerk no later than **2:00 p.m., Central Time, on NOVEMBER 29, 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 PREVENTIVE MAINTENANCE AND REPAIRS OF HVAC – CITYWIDE, RFCSP 18-006, RFx: 6100009580**

P.O. Box 839966

San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk

Attn: **ANNUAL CONTRACT FOR PREVENTIVE MAINTENANCE AND REPAIRS OF HVAC – CITYWIDE, RFCSP 18-006, RFx: 6100009580**

100 Military Plaza

City Hall 1st Floor

San Antonio, Texas 78205

Submission of Electronic Proposals. Submit one **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

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

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

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

Forms Requiring Signatures.

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

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

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

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

Correct Legal Name. Respondents who submit proposals to this RFCSP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity.

These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFCSP as Attachment A, Part One. If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of the Finance Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

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

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

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

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

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

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

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

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

Restrictions on Communication.

Pursuant to Section 003 – Restriction 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 RFCSP has been released until the contract is posted for consideration as a City

Council agenda item during a meeting designated as an A session; and 2) City employees from the time the RFCSP has been released until the contract is awarded.

Exceptions to the Restrictions on Communications:

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

Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below until 10:00 a.m., Central Time, on November 29, 2017. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail.

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 Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 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.

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

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

Pre-Submittal Conference.

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

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

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

Changes to RFCSP.

Changes to this RFCSP made prior to the due date for proposals shall be made directly to the original RFCSP. Changes are captured by creating a replacement version each time the RFCSP is changed. It is Respondent's

responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFCSP as it exists on the day proposals are due.

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

Preparation of Proposals.

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

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 1/2" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder. 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, 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. City reserves the right to delete line items prior to award.

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

Variances and Exceptions to Proposal Terms. In order to comply with State law, respondents must submit proposals on the same material terms and conditions. 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 the Finance Department, Purchasing Division, 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. City shall not be liable for any costs, claims, fees, expenses, damages or lost profits if no Purchase Order is issued.

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

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

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

State of Texas Conflict of Interest.

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

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

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

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

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-report>

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, 1st Floor, San Antonio, TX 78205.

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

PART B

SUBMISSION REQUIREMENTS

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

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, 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 PREVENTIVE MAINTENANCE AND REPAIRS OF HVAC – CITYWIDE**" RFCSP 18-006, 6100009580" 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-conflict-of-interest-report>

Instructions for completing the Contracts Disclosure form:

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

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

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

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

*VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSB). Pursuant to Ordinance No. 2013-12-05-0864, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation. For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation. Complete, sign and submit the Veteran-Owned Small Business Tracking Form, found in this RFCSP as Attachment H.

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

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 its 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 subcontractors, 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 \$1,500.00. 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 (30 points)

Proposed Plan (30 points)

Price (20 points)

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

ESBE Prime Contract Program – 10 pts.

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

M/WBE Prime Contract Program –10 pts.

Certified M/WBE firms (see *Minority/Women Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime

Consultants proposing at least 51% M/WBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria points.

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 BACKGROUND

The City of San Antonio (City) is soliciting bids from qualified contractors to perform scheduled preventive maintenance and repair services of heating, ventilation and air conditioning (HVAC) systems and equipment at various City owned and leased facilities in accordance with the specifications listed herein. These services are required by the San Antonio Fire Department (SAFD), San Antonio Metropolitan Health Department (SAMHD), Department of Human Services (DHS), San Antonio Police Department (SAPD), Solid Waste Management Department (SWMD), Center City Development and Operations Department (CCDO) - La Villita and Market Square – Leased & City Operated Facilities. The scheduled preventive maintenance and corrective repair services are required to maintain peak operational efficiencies while extending the life cycle of the equipment. Scheduled preventive maintenance services shall be provided on a **quarterly basis, except for monthly filter replacement**. The HVAC system and support equipment and items shall be referred to jointly herein as “equipment”.

Contractors can submit a bid for one Group or all five Groups, or any combination thereof, but must submit a bid price on every line item listed within a Group on Attachment B. Price Schedule Revision Dated 11/21/2017. For Example: Group 1 includes Line Item #1, Fire Station #1, through Line Item #64, Corrective Repair Parts for Group 1. Contractor must submit a price for all line items to be considered responsive for Group 1. No partial bid submission within Groups will be accepted.

Respondents may submit a proposal response for Group 1 only, Group 2 only, Group 3 only, Group 4 only, Group 5 only or for all five (5) Groups, or any combination thereof. It is not necessary or required to submit a response or bid on all five groups in order to be deemed responsive for a single group.

City may award a contract by Group number(s) possibly resulting in multiple service contracts under this solicitation. Only one contractor award per Group.

The intent of this Agreement is to maintain the equipment to industry standards and “industry best” condition by having an effective and efficient scheduled preventive maintenance program; therefore, preserving and maintaining the condition, appearance, and performance of the equipment in keeping with their design and operational standards. The purpose of the program specified herein is to provide:

1. Safe, consistent, and reliable operations
2. Maximum operational performance (efficiency)
3. Maximum beneficial usage (effectiveness – energy and water conservation)
4. Maximum life cycle (prolonging its usable “life”)
5. Protecting the equipment against premature failures

4.1.1 PRE-EXISTING DAMAGE TO HVAC SYSTEMS

4.1.1.1 Contractor shall have 90 days from the start of the contract to identify all pre-existing issues with the HVAC systems and to provide a Life Cycle Report and estimates to perform corrective repairs to the City Designated Departmental Representative (CDDR). No distinction is made between major or minor repairs for purposes of this section. City shall have the discretion to hire Contractor or another party to complete the corrective repairs. Once the corrective repairs have been completed, City and Contractor shall schedule a walk through to verify that all corrective repairs have been completed. Once verification of corrective repairs is made Contractor is responsible for maintaining the HVAC system in accordance with the RFCSP scope of work unless Contractor further identifies HVAC deficiencies and submits to CDDR on required reports and checklists required in the contract. Pricing for corrective repairs of pre-existing damage shall be in accordance with the Corrective Repairs Parts and Corrective Repair Labor Hours pricing shown in the price schedule. Time shall be based on actual time spent on the job site. Travel charges to the job site will **NOT** be allowed. All materials supplied shall be new and in first class condition.

4.1.1.2 Contractor's estimate to perform corrective repair for a pre-existing damage shall include a cost breakdown, submitted by Contractor, clearly indicating the labor rate, quantity of hours required to perform the repairs, materials list, and costs of the materials with evidence supporting the same.

- 4.1.1.3 City decision whether to repair pre-existing damage will depend on a variety of factors, such as overall cost and budgetary constraints. Therefore, it is possible that such corrective repairs will not be made at all locations.

4.1.2 Definitions

1. **Bidder:** a person, firm or entity that submits a bid in response to a solicitation. The bidder whose bid is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.
2. **City Designated Departmental Representative (CDDR):** The facilities maintenance manager or coordinator for the respective City department. CDDR may also be the CDDR's designee at any point in contract.
3. **Contractor:** The bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.
4. **Equipment:** The HVAC systems and supporting equipment as required by this solicitation.
5. **Normal Wear and Tear materials:** Materials loss, damage, or depreciation resulting from ordinary use or exposure.
6. **Scheduled Preventive Maintenance:** Regular maintenance required by codes and the manufacture's standards. Scheduled maintenance is work that is regularly performed on equipment for the purpose of maintaining equipment in satisfactory operating condition and to lessen the likelihood of it failing. Scheduled preventive maintenance is performed while the equipment is still working or taking the equipment out of service, so that it does not break down unexpectedly. Scheduled preventive maintenance involves systematic inspection, detection, prevention, and correction of incipient failures, before they become actual or major failures. Scheduled preventive maintenance includes tests, measurements, adjustments, lubrication, parts replacement and repairs, and cleaning, performed specifically to prevent failures from occurring. It is designed to preserve and restore equipment reliability by replacing worn components before they actually fail. In addition, it includes detailed record keeping and data analysis to avoid equipment deterioration, so worn parts can be replaced or repaired before they cause system failures. Repairs necessitated by normal wear and tear are included in scheduled maintenance.

All costs associated with scheduled preventive maintenance, including, but not limited to, parts and lubricants, are included in the maintenance fee shown on Attachment B, Price Schedule, **Cost Per Location Per Quarter**. Scheduled preventive maintenance does not include total replacement of a system, nor does it include work to install and test equipment in new construction. Contractor shall perform the scheduled preventive maintenance work described herein for the prices stated on the price schedule.

7. **Corrective Repairs:** A corrective repair is repair work that goes beyond the scheduled preventive maintenance. **The Contractors cost for corrective repair work should not be included in the Price Schedule, "Scheduled Preventive Maintenance Cost per Location, Per Quarter".** Corrective Repair is usually performed to return something to operational use, rather than to keep it operating. Corrective Repair work for City's equipment can only be done with written City approval. If requested by the designated CDDR, Contractor shall provide a quote, using the hourly rates established herein, for the corrective repair work. Parts supplied for corrective repair work will be invoiced by the 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 by the City or as defined herein. The City will not pay for any unauthorized parts or labor charges. **Evidence of said costs shall be submitted with invoice for each corrective 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 **CORRECTIVE REPAIR** indicated thereon. **Proof of costs shall be printed, properly identified and dated.** For any corrective repair exceeding \$3,000.00, the City reserves the right to obtain quotes from other parties.
 - a) **Minor corrective repairs:** Minor repairs require the designated representative written approval before initiating work and include any repairs \$3,000.00 or less.
 - b) **Major corrective repairs** shall constitute any repairs exceeding \$3,000.00 in cost. City reserves the right to solicit Major repairs separately from this contract.

- c) Contractor shall submit an estimate prior to performing any corrective 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 corrective repair is equal to or greater than seventy-five percent (75%) of the price of a new item(s).
8. **Routine Service Calls:** Meet the definition of corrective repairs (4.1.1 #7 above.) and all the following:
 - a) Activities undertaken to detect, isolate, and rectify a fault so that the failed equipment can be restored to its normal operating state. However, repairs necessitated by normal wear and tear are NOT considered corrective repairs
 - b) For any location listed herein, the CDDR will identify to the Contractor that this is a routine service call and contractor shall provide the service as a routine service call.
 9. **Urgent Service Calls:** Meet the definition of corrective repairs (4.1.1 #7 above.) and all the following:
 - a) Activities undertaken to detect, isolate, and rectify a fault so that the failed equipment can be restored to its normal operating state. However, repairs necessitated by normal wear and tear are NOT considered corrective repairs.
 - b) Are not an emergency but can become an emergency.
 - c) For any location listed herein, the CDDR will identify to the Contractor that this is an urgent service call and contractor shall provide the service as an urgent service call.
 10. **Emergency Service Calls:** Meet the definition of corrective repairs (4.1.1 #7 above) and all the following:
 - a) Activities undertaken to detect, isolate, and rectify a fault so that the failed equipment can be restored to its normal operating state. However, repairs necessitated by normal wear and tear are NOT considered corrective repairs.
 - b) Any condition that can potentially impact the health, safety and welfare of City employees and the public as determined solely by the City.
 - c) For any location listed herein, the CDDR will identify to the Contractor that this is an emergency service call and contractor shall provide the service as an emergency service call.
 11. **Call-backs:** Call-backs are defined as the recall of contractor to address a previously serviced corrective repair or scheduled preventive maintenance item within 90 days of service.
 12. **Holidays:** Holidays are defined as City recognized holidays as published on the City's web site at <https://www.sanantonio.gov/Commpta/holidaysandclosures>.
 13. **ID Badges:** Identification badges
 14. **Materials:** Material includes but not limited to: parts, chemicals, instruments and other goods used to perform the requirements in this solicitation.
 15. **Parts:** Includes all materials and goods used to perform the requirements in this solicitation.
 16. **Purchase Orders:** 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 or entity providing goods or services to the City under a contract.

4.2 GENERAL REQUIREMENTS

- 4.2.1 If at any time, after the date of the bid, the Contractor reduces the comparable price of any article or service covered by this bid, to customers other than the City, the price to the City for articles or services shall be reduced proportionately. Such reductions shall be effective at the same time and in the same manner as the reduction in price to customers other than the City. In addition to invoicing at the reduced prices, the Contractor shall furnish promptly to the City of San Antonio complete information as to such reduction.
- 4.2.2 **SITE INSPECTIONS:** Bidders are encouraged to visit the service locations to become familiar with the amount of labor, materials, and equipment that will be required in the performance of the work under this contract **PRIOR** to placing a bid. Contractor shall carefully examine these specifications and, if necessary, secure from the City any additional information that may be a requisite to a clear and full

understanding of the work. Bidders shall submit all questions in writing to Maria Blake at maria.blake@SanAntonio.gov. City's official response to questions will be addressed via an addendum. Any information provided by the departments is not binding.

- 4.2.3 Price must remain firm for the duration of the contract period.
- 4.2.4 The contractor shall provide a timeline schedule for each department, stipulating the Scheduled Preventive Maintenance dates of servicing for each location. The timeline shall be provided for each calendar year, initially within 45 days of award of contract and no later than October 1st for each subsequent year for the term of the contract. Contractor shall perform the work as stated on the days in the timeline schedule, providing a 10-day latitude due to unforeseen conditions such as inclement weather.
- 4.2.5 Contractor shall submit the following documents throughout the contract period:
- 4.2.5.1 Manufacturer's letter certifying that the contractor is authorized to provide the services required herein on the brand/type of HVAC system.
 - 4.2.5.2 Submittal for all consumable materials for this scope of work (i.e. filters, belts, etc.)
 - 4.2.5.3 The Contractor shall provide corrective repair report to CDDR within 2 to 5 calendar days after the completion of the services.
 - 4.2.5.4 The Contractor shall provide notification of deficiency and/or impairment of HVAC systems in writing within 24 hours of a scheduled preventive maintenance.
 - 4.2.5.5 Warranty documents shall be submitted within 5 business days after completion of repairs.
 - 4.2.5.6 PM forms (HVAC Scheduled Preventive Maintenance Checklist and reports, Exhaust Fan Scheduled Preventive Maintenance Checklist and Reports, etc.). Reports shall include equipment photos and other photos to document equipment condition. Forms & checklist shall be submitted on a quarterly basis, at the end of each quarter and shall serve as Contractors supporting documentation for anticipated corrective repairs.
 - 4.2.5.7 Life Cycle Reports shall be submitted within ninety (90) days of contract award and September 1st of each year thereafter for the subsequent years for the term of this contract. Refer to 4.12.9 for details on the Life Cycle Management Program and reporting.
 - 4.2.5.8 Digital picture of failed part(s) shall be submitted within 2 to 5 calendar days after completion of any corrective repair.
 - 4.2.5.9 Contractor shall provide an itemized invoice for services rendered quarterly, semi-annually, and annually.

4.3 CONTRACTOR'S WORK REQUIREMENTS

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

All costs associated with scheduled preventive maintenance, including, but not limited to, parts and lubricants, are included in the maintenance fee shown on Attachment B, Price Schedule, **Cost Per Location, Per Quarter**. Scheduled preventive maintenance does not include total replacement of a system, nor does it include work to install and test equipment in new construction. Contractor shall perform the scheduled preventive maintenance work described herein for the prices stated on the price schedule.

- 4.3.2 **Corrective Repairs:** Repair work that goes beyond the scheduled preventive maintenance. The Contractors cost for corrective repair work should not be included in the Price Schedule, "**Scheduled Preventive Maintenance Cost per Location, Per Quarter**". Corrective Repair is usually performed to return something to operational use, rather than to keep it operating. Corrective Repair work for City's equipment can only be done with written City approval. If requested by the CDDR, Contractor shall provide a quote, using the hourly rates

established herein, for the corrective repair work. Parts supplied for corrective repair work will be invoiced by the 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 by the City or as defined herein. The City will not pay for any unauthorized parts or labor charges. **Evidence of said costs shall be submitted with invoice for each corrective 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 **Corrective Repair** indicated thereon. **Proof of costs shall be printed, properly identified and dated.** For any corrective repair exceeding \$3,000.00, the City reserves the right to obtain quotes from other parties.

- 4.3.3 Contractor is responsible for obtaining all required permits as required by the Development Services Department (Building Inspections) and the Texas Department of Licensing & Regulation. Contractor is not responsible for boiler inspections.
- 4.3.4 Contractor shall supply all labor, materials, transportation, lifting devices, and tools necessary for the proper execution and completion of the work; and shall perform in the best and most workmanlike manner the services described herein and everything incidental thereto, as stated in the specifications or reasonably implied on and in accordance with these contract documents. Contractor shall provide full time supervision and properly skilled craftsmen to perform corrective repairs. Full time supervision is not required for scheduled preventive maintenance.
- 4.3.5 Before ordering any material or doing any work, Contractor shall verify all required procedures and shall be responsible for correctness of the same. No exchange or compensation will be allowed on account of differences.
- 4.3.6 Contractor shall confine his operations and work force to the space allowed by law and as allotted by the City. Contractor shall protect and be responsible for any damage to property.
- 4.3.7 Contractor shall remove all trash and debris generated by his/her work. Contractor shall furnish and pay for all means of removing all trash and debris generated by the work. The service area shall be kept clean and maintained. No debris shall be dumped and left about the building or surrounding areas. Upon completion of the work, the serviced area shall be left clean and free of any and all trash, scraps, cartons, etc. incidental to performance of contracted services. All debris, old materials, and trash resulting from the specified work shall be disposed of in an approved landfill by the Contractor. The Contractor shall be responsible for the disposal of all waste or hazardous materials resulting from the work. Handling and transporting of waste or hazardous materials shall be done in accordance with safety and environmental regulations. The Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.
- 4.3.8 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 authorized 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 Facilities Services (Phone 207-5600) or the respective department Facility Coordinator/Manager as follows: SAPD: Francisco Garcia 207-6029, SAFD: Gerlach Laven 206-2336, SAMHD: Mimmy Juarez 207-8694, WIC: Kelly Bocanegra 225-1870, DHS: Edward Brown 207-4544, La Villita: Janie Herrera 207-8614, Market Square: Felice Garcia 207-8605, SWMD: David McDaniel 207-6414. City may revise these points of contact by written notice to Contractor.
- 4.3.9 City will not be responsible for Contractor's service vehicles that are ticketed for parking violations received while performing the work described herein. Contractor shall be responsible for parking fees in designated areas. Contractor shall park only in designated parking spaces whenever performing services at any location.
- 4.3.10 Contractor shall not be required, as part of the maintenance services, to conduct a safety test, unless recommended as part of routine maintenance by the equipment's manufacturer, or to install new components or additional controls as recommended or directed by any insurance company or laboratory, or governmental authority, or to make replacements mentioned herein with parts or devices of a different design for any reason whatsoever.
- 4.3.11 Contractor shall be responsible for the maintenance of all electrical and pneumatic control circuits pertaining to the operation of the air conditioning and heating systems and exhaust system units covered under these specifications. In addition, Contractor shall provide regular maintenance to the electrical components such as compressors, fan motors, contactors, air handler motors, exhaust fans, pumps and pump motors, and electric heating strips.
- 4.3.12 If these units fail under normal operating conditions and it is determined by the designated CDDR that the failure of a component was due to Contractor's negligence to perform the required scheduled preventive

maintenance accurately, then Contractor shall repair or replace the component, as required, at Contractor's expense.

In the event a control system requires alteration, modification or change, or if any equipment is in need of replacement, Contractor shall provide a written explanation and estimate to the designated Facilities Coordinator/Manager for approval prior to performing the corrective repair. The additional work will be authorized when Contractor receives a purchase order.

- 4.3.13 Work performed, and materials and parts supplied under this contract will be intensely monitored by City representatives. Parts, maintenance procedures, and workmanship provided by Contractor must be those as recommended by the manufacturer of the equipment, and professional trade standards. Failure of Contractor to produce quality service under the terms established in this agreement may result in the termination of the contract by City.
- 4.3.14 Contractor shall complete any required repair and/or replacement of all defective parts prior to the end of the contract period. In the event this is not accomplished prior to completion of contract, City reserves the right to procure the service elsewhere and charge Contractor for the difference in cost of such service or repair. Contractor shall pay the said sum within 20 days of receipt of City's notice.
- 4.3.15 **It is agreed that Contractor will not be required to make replacements or repairs necessitated because of negligence or misuse of the equipment by City, tenants, or by reason of any other cause, except ordinary wear and tear.**
- 4.3.16 City shall not be responsible for trip charges and/or service charges related to Contractor delivering the wrong part. Contractor shall only invoice the City for the time spent on City property. However, all costs, fees and expenses chargeable are only those shown on the Price Schedule attached hereto. Contractor shall not charge the City for time spent in route to City location. 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 hourly rate quoted.
- 4.3.17 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. The digital picture shall be submitted upon request or within 2 to 5 calendar days after the completion of the corrective repairs.
- 4.3.18 Contractor shall have all employees in uniforms with ID tag listing name of the business and the employee.
- 4.3.19 The Contractor shall perform all work in strict compliance with the requirements of the manufacturer's requirements, this scope of work, codes, and all applicable federal, state, and local laws and regulations.
- 4.3.20 The Contractor shall deliver, store, and handle all materials in a manner that will prevent damage to the system or related components.
- 4.3.21 It shall be the Contractor's responsibility for storage of any materials and the City will not be responsible for loss or damage to materials, tools, equipment, or work arising from acts of theft, vandalism, malicious mischief or other causes.
- 4.3.22 The Contractor shall lay out the work using acceptable practices before starting any activities.
- 4.3.23 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.
- 4.3.24 The Contractor at his/her expense shall protect and be responsible for any damage to adjacent buildings, property, etc.
- 4.3.25 The Contractor shall perform all work safely and follow required safety standards to include but not be limited to OSHA, Federal, State, and City codes.
- 4.3.26 Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants of potential hazards shall be provided by the Contractor.
- 4.3.27 Quoted prices shall reflect all associated costs including materials and labor hours.
- 4.3.28 Forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation of this contract.
- 4.3.29 Services shall be provided 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.
- 4.3.30 Contractor's staff including, but not limited to, supervisors, service representatives, or service technicians, shall meet and follow all City of San Antonio security standards and must obtain an identification badge from the

Security Office prior to performing any work. Contractor's staff shall follow all required security standards and procedures to gain access to the facilities.

- 4.3.31 Contractor shall be responsible for the conduct and performance of the Contractor's staff including any subcontractors. Contractor's staff must be properly uniformed and shall display a valid ID identifying their company at all locations.

4.3.32 Criminal Background Checks

- 4.3.31.1 Contractor is responsible for ensuring that each person performing services under this contract has successfully undergone a statewide background check for criminal conviction(s), evaluated in accordance with EEOC guidelines. Persons assigned to work under this contract must not have had any criminal convictions within the past 3 years for either a felony or a crime of moral turpitude.
- 4.3.31.2 Contractor shall remove an employee from service under this contract should Contractor become aware that the employee has been convicted of a crime as described above.
- 4.3.31.3 Contractor is responsible for any costs incurred in conducting criminal background checks, which shall be performed prior to the individual performing services hereunder.
- 4.3.31.4 City may conduct period compliance reviews to the extent permitted by law and may request or review background check results at any time. Contractor shall provide copies of the requested information, or access thereto in San Antonio, Texas, and shall obtain authorization for the disclosure from the employee at time of hire, to the extent required. Contractor shall retain all criminal background checks for the retention period stated in section 006-General Terms and Conditions, and make them available in accordance therewith.

4.4 WORK HOURS

- 4.4.1 Scheduled preventive maintenance shall be performed during Standard Work Hours, defined as Monday through Friday, 8:00 AM – 5:00 PM for all departments except Department of Human Services; Department of Human Services Standard Work Hours are 7:00 AM – 4:00 PM.”
- 4.4.2 Corrective repairs shall also be performed during standard work hours, unless otherwise instructed by the CDDR.
- 4.4.3 City may require Contractor to perform corrective repair work during nights, weekends, or holidays. Nights, Weekends, and Holidays and any time other than the Standard Work Hours defined above, are considered Overtime Hours and will be paid at the rates shown on the Price Schedule.

4.5 QUALIFICATION REQUIREMENTS

- 4.5.1 The contractor shall maintain either a current City of San Antonio Heating and Air Conditioning Mechanical License, or State of Texas CLASS A LICENSE WITH A COMBINED ENDORSEMENT, meeting all requirements of Chapter 1302 of the Texas Occupations Code, and City registration of the state license, to engage in the performance of the work involved in the maintenance and repair of air conditioning and heating systems. All of contractor's employees who work on City's units must be City and State registered ACR Technicians. **Contractor shall furnish, attached to the proposal submission, a copy of its City of San Antonio Heating and Air Conditioning Mechanical License, or State of Texas CLASS A LICENSE with a combined endorsement.**
- 4.5.2 REFERENCES AND QUALIFICATIONS: Proposals shall be considered only from responsible businesses or individuals who are currently and have been engaged in the performance of HVAC maintenance and repair for a minimum of 3 continuous years. Bidders shall provide with bid response a list of at least 3 references for which HVAC maintenance and repair services of the same type and to the same degree was provided within the last three years. References should include the company name, point of contact, phone number, description of services provided, date of service, and size of facility. Bidder shall submit, upon request of the City of San Antonio, for evaluation purposes, a resume of experience of the assigned foreman and service personnel. Contractor shall provide a list of other name(s) under which organization has done business within the last 3 years. Failure to submit a list of references may cause bid to be disqualified. The City reserves the right to contact any or all references prior to an award. Any negative responses may result in rejection of the bid.
- 4.5.3 Contractor shall submit with its bid a list of HVAC equipment previously maintained by Contractor that is of the type and grade to be maintained under this contract. Include the quantity of each unit, length of time for which services were provided, dates services were provided, and name of owner of each HVAC unit. Contractor may include the same information pertaining to similar HVAC units for which Contractor has provided maintenance

services. Contractor shall also provide, with its bid response, a list of available personnel to perform work hereunder, including each person's qualifications.

4.6 REPORTING REQUIREMENTS

- 4.6.1 Contractor shall maintain proper electronic records of equipment serviced under this contract that includes, but is not limited to, facility site name, site location, zip code, equipment nomenclature- make/brand, model number, BTU / Ton size, serial number, approximate date of installation or manufacture date, airflow resistance before and after replacing filters, refrigerant type, frequency of inspections, scheduled preventive maintenance tasks performed, or service completed with dates, description of major problems, amount of refrigerant that was used, dates inoperable, and name of the technician(s) who serviced the equipment. The contractor shall submit this information for each unit of equipment on a quarterly basis (**First week of January, April, July and September**) to the Department Facilities Coordinator/Manager for the applicable unit. Please utilize Attachment U – HVAC Equipment Service Record
- 4.6.2 Contractor shall furnish a legible report at each service call to CDDR for signature verifying the service was performed and checked by the CDDR. The report shall have attached a checklist of items addressed and a completed HVAC Scheduled Preventive Maintenance Check List Form per unit (See Attachment L - HVAC Scheduled Preventive Maintenance Check List Form) upon each visit; including suggested corrective repairs for items that are in danger of imminent failure and an itemized cost estimate. Note that this cost estimate shall not be construed as an authorization for additional work. Contractor shall submit quotes for corrective repairs to the CDDR upon finding items in danger of imminent failure. No cost estimate is required for replacements or repairs necessitated by ordinary wear and tear, as part of scheduled preventive maintenance.
- 4.6.3 Contractor shall furnish a report within 2 to 5 calendar days after each corrective repair service call has been completed. This service report should include the findings and corrective action taken by technician and should be attached to Purchase Order.

4.7 MATERIAL REQUIREMENTS

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

4.8 WARRANTY REQUIREMENTS

- 4.8.1 Performance warranty: Work performed shall meet all applicable standards and codes. The Contractor shall guarantee work against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date service is completed.
- 4.8.2 Material warranty: Materials provided shall be in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATED, PROTO-TYPE, RECONDITIONED, OR DISCOUNTED MATERIALS ARE NOT ACCEPTABLE. Materials shall be warranted against material defects in workmanship for a period of not less than 12 months and shall cover 100 percent parts and labor. The warranty period shall commence upon date service is completed. If the manufacturer's standard warranty period exceeds 12 months, then the manufacturer's standard warranty shall apply. Contractor shall be ultimately responsible for service under the warranty. Contractor shall provide CDDR with all manufacturers' warranty documents upon completion of service prior to leaving job site.
- 4.8.3 Warranty documents shall be submitted within 5 business days after completion of repairs.
- 4.8.4 Contractor shall coordinate replacement of equipment that is still under manufacturer's warranty.

4.9 FILTER REQUIREMENTS

- 4.9.1 Contractor All Energy Recovery Ventilator (ERV) units and any HVAC units that rely on 50% or more outside air, for proper operation, must have filters replaced monthly. Some locations have multiple units, which require both quarterly and monthly filter changes. Identification of those locations is stated in this document; however, Contractor is ultimately responsible for identifying all such locations and performing the required service. Contractor is responsible for all filter changes for all facilities identified in this contract, even if service is only provided on a quarterly basis.

- 4.9.2. A list of all locations and units that are known by City to use ERV units or rely on 50% or more outside air is attached hereto as Attachment N. The cost of labor and filters for these locations and units is included in the column: cost per location per quarter of Attachment B – Price Schedule, even for filters required to be replaced monthly.
- 4.9.3. Charges for Filter Replacements for Unidentified Units: This subsection applies only to locations requiring quarterly maintenance or quarterly filter changes. If City has not identified an ERV unit or a unit that relies on 50% or more outside air in this RFCSP, and Contractor identifies such a unit, City shall pay the parts cost, plus Contractor's markup, for 8 of the 12 filter changes for each such a unit. In addition, City shall pay Contractor's standard work hour labor rate for 8 of the 12 site visits per year per location requiring the monthly, rather than quarterly, filter change. No extra filter cost or labor rate shall be paid for site visits to replace these filters when Contractor would otherwise be on the premises for a quarterly visit.

4.10 FILTER TYPES AND FILTER DISPOSAL

4.10.1 Pleated High Capacity HVAC Air Filter:

4.10.1.1 General

- a) Air filters shall be medium efficiency ASHRAE pleated panels consisting of cotton and/or synthetic media, welded wire media support grid, and beverage board enclosing frame.
- b) Sizes shall be noted on drawings or other supporting materials.

4.10.1.2 Construction

- a) Filter media shall be a cotton and/or synthetic blend, lofted to a uniform depth of 0.15", and formed into a uniform radial pleat.
- b) A welded wire grid, spot-welded on one-inch centers and treated for corrosion resistance shall be bonded to the downstream side of the media to maintain radial pleats and prevent media oscillation. Expanded metal backings are not acceptable.
- c) An enclosing frame of no less than 28-point high wet-strength beverage board shall provide a rigid and durable enclosure. The frame shall be bonded to the media on all sides to prevent air bypass. Integral diagonal support members on the air entering and air exiting side shall be bonded to the apex of each pleat to maintain uniform pleat spacing in varying airflows. Filter media requiring separate, rigid structures or frames for installation is unacceptable.

4.10.1.3 Performance

- a) The filter shall have a Minimum Efficiency Reporting Value of MERV 8 when evaluated under the guidelines of ASHRAE Standard 52.2-2007. The media shall maintain or increase in efficiency over the life of the filter.
- b) Initial resistance to airflow shall not exceed 0.23", 0.31" or 0.27" w.g. at an airflow of 350, 500 or 500 fpm on 1", 2" or 4" deep models respectively.
- c) The filter shall be listed by Underwriters Laboratories as UL Class 900.
- d) Contractor shall provide evidence of facility certification to ISO 9001:2008.
- e) Contractor shall provide manufacturer's guarantee of the integrity of the filter pack to 2.0" w.g.
- f) Filters shall have the following Lifetime Guarantees. Any filter or filter media requiring more frequent changes to maintain specified performance is unacceptable.
 - 1) Three (3) month Guarantee: Not to exceed an increase of twice the Initial Static Pressure. This guarantee is for 2" & 4" Filters in Roof Top Units or large Air Handling Units. Drop down grills with 1" filters are excluded. Replacement filters will be provided at no charge if the lifetime guarantee is not met.
 - 2) Acceptable Manufacturers: Camfil Farr 30/30 or approved equal
- g) Contractor shall provide City with manufacturer's written guarantee of performance.

4.10.2 Multi-Pocket High Efficiency Bag HVAC Filter:

4.10.2.1 General

Air filters shall be high efficiency extended surface pocket style filters consisting of high loft air laid microfine glass media formed into tapered pockets, an acrylonitrile butadiene styrene (ABS) plastic header, ABS plastic pocket retainers, and bonding agents to prevent air bypass and ensure leak free performance.

4.10.2.2 Construction

- a) Filter media consist of high-density air laid lofted micro-fine glass media that is chemically bonded to a permeable media support backing forming a lofted filter blanket.
- b) Individual pockets shall contain a minimum of 40 stitching support points per square foot of media area. All stitching centers shall be sealed using a foam-based sealant that shall remain pliable throughout the life of the filter. The sides and ends of each pocket shall be sewn with a chain-link over lock stitch.
- c) Pockets shall be formed into tapered pleats, supported by controlled media space stitching, to promote uniform airflow across the surface of the media. At any point, the sizes of the upstream and downstream passages shall be proportional to the volume of filtered air. The pockets shall also be conical, or tapered from top to bottom to minimize media contact against the interior of the HVAC system.
- d) Support members shall include an ABS plastic header and ABS plastic pocket retainers. Individual pocket retainers shall be assembled from matching halves that snap together to provide rigid and durable frame support. The plastic pocket retainers shall include anchor ports allowing for visual confirmation of pocket retention.
- e) A filter-to-filter sealing gasket shall be installed on one of the vertical members of the filter header.

4.10.2.3 Performance

- a) The filter shall have a Minimum Efficiency Reporting Value of MERV 13 or MERV 14 per ASHRAE Standard 52.2, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size. The MERV and MERV-A ratings shall correspond to MERV and MERV-A ratings as specified by the Engineer of Record for each individual facility and shall meet or exceed the ratings of filters already in use at these facilities.
- b) Initial resistance to airflow shall not exceed 0.40 (MERV-13A) or 0.45 (MERV-14A) w.g. at 2000 cfm.
- c) The filter shall be capable of withstanding 10.0" w.g. without failure of the filter.
- d) The filter shall be listed by Underwriters Laboratories as UL Class 900.
- e) Contractor shall provide evidence of facility certification to ISO 9001:2008.
- f) Filter shall have the following Lifetime Guarantee. Any filter or filter media requiring more frequent changes to maintain specified performance is unacceptable.
 - 1) 1 Year: Not to exceed an increase of twice the Initial Static Pressure.
 - 2) Acceptable Manufacturers: Camfil Farr Hi-Flo ES or approved equal
- g) Contractor to provide manufacturer's written guarantee of performance.

4.10.3 High-Efficiency High-Capacity Mini-Pleated V-Bank HVAC Filter:

4.10.3.1 General

Air filters shall be V-Bank mini-pleat fiberglass disposable type with pleat separators, polyurethane pack-to frame sealant, polystyrene enclosing frame and have an ECI value of five stars.

4.10.3.2 Construction

- a) Filter media shall be of micro-fine glass fibers formed into uniform pleats with a spacing of 10 pleats per inch and a uniform pleat height of 24mm. Pleats shall be separated at 25mm intervals to ensure pleat separation and uniform airflow through the filter pack.
- b) Pleats media packs shall be assembled into a V-bank configuration with sufficient total media area to meet airflow requirements. The filter outlet shall be radial in shape with a

maximum of 60% open area to maintain low-pressure drop and uniform airflow (20" by 20" shall be straight V-style design).

- c) The media packs shall be bonded to the inside periphery of a polystyrene enclosing frame with a polyurethane sealant. The enclosing frame shall include top and bottom molded tracks as in integral part of the frame to ensure a proper seal.
- d) Media packs shall be recessed at least 1" from the air entering side of the enclosing frame to allow uniform airflow when a prefilter is mounted directly to the enclosing frame.
- e) Rigid plastic end caps shall be mechanically fastened to the top and bottom of the media pack enclosing structure to ensure a rigid and durable filter.
- f) Carrying handles shall be an integral part of the filter frame and shall bridge from media pack to media pack providing additional filter support and filter rigidity. Handles shall include fastener connection locations for the application of spring mounting fasteners when the filter is applied in reverse flow applications.

4.10.3.3 Performance

- a) The filter shall have a Minimum Efficiency Reporting Value of MERV-13 or MERV-14 when evaluated under the guidelines of ASHRAE Standard 52.2. The MERV and MERV-A ratings shall correspond to MERV and MERV-A ratings as specified by the Engineer of Record for each individual facility and shall meet or exceed the ratings of filters already in use at these facilities.
- b) Initial resistance to airflow shall not exceed 0.27 (MERV-13A) or 0.31 (MERV-14A) inches w.g. at an airflow of 500 fpm for 24 x 24, 24 x 12 and 24 x 20 sizes. On 20" by 20" respective pressure drops shall be 0.33 (MERV-13A) or 0.37 (MERV-14A) inches w.g. at an airflow of 500 fpm.
- c) Filter shall be listed UL 900 by Underwriters Laboratories.
- d) The filter shall be capable of withstanding 10.00" w.g. without failure of the media pack.
- e) Contractor shall provide evidence of facility certification to ISO 9001:2008.
- f) Filter shall have the following Lifetime Guarantee. Any filter or filter media requiring more frequent changes to maintain specified performance is unacceptable.
 - 1) 2 Years: Not to exceed an increase of twice the Initial Static Pressure.
 - 2) Acceptable Manufacturers: Filters shall be Camfil Farr Durafil ES or approved equal
- g) Contractor shall provide manufacturer's written guarantee of performance.

4.10.4 Supporting Data

Contractor shall provide product test reports for each listed efficiency including all details as prescribed in ASHRAE Standards 52.2-2007B as part of bid package.

4.10.5 Bypass Elimination:

Panel filters shall be installed utilizing SnapStik or approved equal to ensure that air by-pass between and around individual filters is completely eliminated. Regarding approved equals, Contractor must provide a device for aiding in the removal of panel filters for every unit and City must provide approval in writing.

4.10.6 Filter Disposal and Recycling Program:

City requires Contractor to participate in a Recycling Program. As such, Contractor shall meet the following requirements.

- 4.10.6.1 Filter Boxes: Contractor shall collect City's used cardboard filter boxes, bundle them, and provide them to a recycler. Contractor shall not dispose of used cardboard filter boxes utilizing City's waste disposal receptacles.
- 4.10.6.2 Collection: Contractor shall collect filters during scheduled replacements. Contractor shall not store used filters on City property for future pick up. Additionally, Contractor shall not dispose of filters utilizing City's waste disposal receptacles. All transportation and processing of dirty filters shall be the responsibility of Contractor
- 4.10.6.3 Pricing: Any costs associated with these recycling requirements shall be included in Contractor's quarterly maintenance fees.

4.11 FILTER SERVICE AND REPLACEMENTS

4.11.1 Replacing Filters

- 4.11.1.1 Contractor shall contact CDDR to schedule an appointment for filter changes in accordance with the contract requirements regarding filter replacement.
- 4.11.1.2 Technician will arrive on job site at appointment time, wearing appropriate work attire and proper Personal Protective Equipment. Technician will park in designated parking.
- 4.11.1.3 Technician must immediately make contact with the appropriate City Point-of-Contact (POC) at time of arrival. If an escort is needed, the Technician will remain with the escort at ALL TIMES or as directed by CDDR.
- 4.11.1.4 Technician will proceed with filter change.
- 4.11.1.5 Turn off power disconnect so particulate is not suctioned in while changing filters (if previously authorized by City).
- 4.11.1.6 Remove panel or door, careful not to damage the roof with the door panel.
- 4.11.1.7 Remove dirty air filters.
- 4.11.1.8 Replace dirty air filters with new clean filters that fit properly.
- 4.11.1.9 **Write the date (month, day, year) on the end of each new filter in a black marker clearly designating the exact date the filters were changed.**
- 4.11.1.10 Replace panel or door and make sure it fits properly.
- 4.11.1.11 Replace all screws in door, even if it was missing screws when opened. If holes are worn out, then replace screws with the next larger size.
- 4.11.1.12 Turn disconnect back on and make sure all trash is removed from work area.
- 4.11.1.13 Repeat Steps 4.11.A – F until job is complete.
- 4.11.1.14 Once work is complete, Technician must make one more round to check doors and make sure all trash is removed, leaving the work area cleaner than the way it was found.
- 4.11.1.15 Technician shall make contact with CDDR again to effectively communicate the job is complete.
- 4.11.1.16 Technician shall report any issues found such as dirty/frozen coils, loose or broken belts, etc.
- 4.11.1.17 Any filter size/quantity adjustments will be noted on the Dispatch ticket and updated for future jobs.
- 4.11.1.18 CDDR will be notified of any changes at job site. Technician and City POC will sign and date Dispatch ticket.
- 4.11.1.19 CDDR receives "customer copy" and Technician will keep "original copy" for Contractor's records.
- 4.11.1.20 Technician will leave job site with dirty filters and dispose of them in accordance the 4.9.5 Filter Disposal and Recycling Program as described above.

4.11.2 Permanent Filter Service

- 4.11.2.1 Various HVAC units are equipped with re-usable, washable filters which do not require replacing, but shall be washed and cleaned on a quarterly basis. See Attachment T - Filter List.
- 4.11.2.2 Permanent Filters which require replacement shall be quoted as a Corrective Repair.

4.12 SCHEDULED PREVENTIVE MAINTENANCE:

Scheduled Preventive Maintenance requirements shall include, but are not limited to, the following:

4.12.1 Labor to be provided by the Contractor:

All labor, material, and equipment required to perform scheduled preventive maintenance shall be **INCLUDED** in the **COLUMN COST PER LOCATION PER QUARTER OF ATTACHMENT B – PRICE SCHEDULE**. All replacement parts listed in Section 4.12.2: Materials to be provided by the Contractor, and

any other parts or materials needed to perform scheduled preventive maintenance as described in this RFCSP shall be included in the maintenance cost.

4.12.2 Materials to be provided by the Contractor:

The following materials, parts and necessary maintenance items, also identified as normal wear and tear items, will be **INCLUDED** in the **COST PER LOCATION PER QUARTER OF ATTACHMENT B – PRICE SCHEDULE**, and supplied by the contractor at no additional cost to the City. Contractor is required to provide all tools, equipment and supplies to perform all required maintenance at no additional cost to City, unless specifically excluded elsewhere in this RFCSP.

- 4.12.2.1 Filter media to meet or exceed the manufacturers' recommendations as detailed in the maintenance and operation manuals for the particular unit being serviced
- 4.12.2.2 Fan belts shall be replaced within the first ninety (90) days of start of contract period, and then replaced as required. Contractor shall install only the exact size of belt recommended by the manufacturer of the particular unit being serviced.
- 4.12.2.3 When equipment or parts are replaced as a unit, and an updated design of the replacement is available, the newer design item shall be used as a replacement.
- 4.12.2.4 Only "wet steam", non-corrosive chemicals or solvents will be used for cleaning evaporator and condenser coils equivalent to those recommended by the manufacturer of the unit being serviced.
- 4.12.2.5 Lubricants, grease, oil, & flex sleeves for damper linkages, and other moving parts
- 4.12.2.6 Limit switches: If a limit switch is found to be defective it will be replaced at no cost to the City, unless the replacement is part of a larger repair. Example: multiple components are required to be replaced due to an electrical fire, lightning, etc.
- 4.12.2.7 Broken and burnt electrical wiring and end terminals
- 4.12.2.8 Replace missing screws. If holes are worn out, then replace with the next larger size.
- 4.12.2.9 Refrigerants for the purpose of adjusting refrigerant levels less than one pound. If a leak is suspected a proposal for corrective repairs will be required.
- 4.12.2.10 Replace packing material on control valves and flex sleeves in pump coupling as often as necessary when visually identified as failing. Only applies when the equipment is leaking.
- 4.12.2.11 Scissor Lift equipment or other lifting equipment used for reaching units located in high places is Contractor's responsibility, and shall be at Contractor's sole cost. No additional cost shall be billed to City.

The list of locations requiring scissor lifts is provided for reference only. City does not guarantee its complete accuracy. Bidders are encouraged to inspect each facility prior to submitting a bid, and will be held to the prices bid, even if scissor lift locations are not properly identified herein. The locations are as follows:

- a) Frank Garrett Community Center
- b) All Fire Stations except Fire Station No. 12
- c) Market Square air handler units

4.12.3 Services to be provided by the Contractor:

The items below are provided so that Contractor understands the minimum expected service levels to be provided to the City under the terms of this contract. Not all the items listed will be applicable to all service locations, but if any of the locations utilize any of the devices, then this service is expected to be performed at the time increment indicated. Other maintenance previously identified in these specifications is also to be provided. Contractor SHALL submit, to each CDDR, a schedule of quarterly and semi-annual equipment maintenance to be performed at the location(s) covered under this contract within 60 calendar days of being awarded the contract. For locations designated for quarterly maintenance only, provide a schedule of the quarterly maintenance to be performed at those locations within 60 calendar days of contract award.

Contractor shall develop a scheduled preventive maintenance schedule for the HVAC units including ventilation systems as recommended by the manufacturer, American Society of Heating, Refrigerating, and Air Conditioning

Engineers (ASHARE) standard 180-2012, best practices of the trade, and other applicable sources; the scheduled preventive maintenance schedule shall remain on site at each facility. The technician shall initial and date the scheduled preventive maintenance schedule upon completion of each task.

Scheduled Preventive Maintenance service and Corrective Repair Services applies to all locations listed on Attachment B – Price Schedule and units referenced in the following to include, but no limited to: Attachment K-HVAC Equipment List, Attachment N – ERV Units, and Attachment P – Filters List. **City does not guarantee complete accuracy of all lists. Bidders are encouraged to inspect each facility prior to submitting a bid, and will be held to the prices bid, even if equipment is not properly identified herein.** The scheduled preventive maintenance schedule shall include, but is not limited to:

- 4.12.3.1 Estimated time to complete the task
- 4.12.3.2 Description of the task
- 4.12.3.3 Materials and tools needed
- 4.12.3.4 Measurements to be taken
- 4.12.3.5 Safety precautions and personal protective equipment (PPE) needed to perform the task.
- 4.12.3.6 Each task performed needs to be signed and dated by Contractor's technician upon completion.
- 4.12.3.7 In addition to scheduled quarterly routine maintenance checks, Contractor shall perform two **Seasonal service calls per service location**, for system shutdown and start-up during the appropriate seasonal period; these checks shall be scheduled in **March and November** for the Spring and Fall seasons.
- 4.12.3.8 Rental of scissor platform or other lifting equipment for reaching units in high places is Contractor's responsibility.

4.12.4 Minimum **Monthly** Scheduled Preventive Maintenance Requirements (for all locations):

Contractor shall replace all 1-inch filters and **initial/date with permanent marker.**

4.12.5 Minimum **Quarterly** Scheduled Preventive Maintenance Requirements (for all locations): Services shall include, but not be limited to, the following scheduled tasks:

- 4.12.5.1 Check operation of heating/cooling/ventilation equipment when in operation.
- 4.12.5.2 Check general operation of all related equipment.
- 4.12.5.3 Lubricate fan and motor bearings.
- 4.12.5.4 Check belt condition and tension. Adjust as necessary.
- 4.12.5.5 Check all pump and motor bearings. Lubricate as required.
- 4.12.5.6 Check operation of boilers when in heating season.
- 4.12.5.7 Check operation of all air-cooled condensers.
- 4.12.5.8 Check air compressors and driers.
- 4.12.5.9 Check operation of refrigeration compressors.
- 4.12.5.10 Check refrigerants levels in all systems; document measurements.
- 4.12.5.11 Perform manufacturer's recommended maintenance on humidifier/dehumidifier equipment in any Liebert equipment.
- 4.12.5.12 Check oil level in the compressors; document measurements.
- 4.12.5.13 Check suction pressure, discharge pressure and oil pressure; document measurements.
- 4.12.5.14 Visually inspect system for leaks using leak detector to pinpoint leaks.
- 4.12.5.15 Measure and record system superheat and sub-cooling and record all readings on quarterly report.
- 4.12.5.16 Check the liquid line sight glasses; document measurements.
- 4.12.5.17 All readings, measurements, and equipment conditions shall be noted in the scheduled preventive maintenance reports. The reports shall also include photos of the equipment conditions.
- 4.12.5.18 **Air Compressors**

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

4.12.5.19 Air-Cooled Condensers

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

4.12.5.20 Pumps including Chilled and Hot Water Pumps

- a) Check pump drives, mechanical seals and stuffing boxes and adjust or replace as required.
- b) Check and lubricate pumps and motor bearings as per manufacturer's recommendations.
- c) Check suction and discharge pressures and pump strainer; clean as needed.
- d) Inspect motor mounts and vibration pads.
- e) Visually inspect pump alignment and couplings.

4.12.5.21 A/C Heat Pump Unit Split DX Systems (Central AC/Heater Units)

- a) Lubricate blower and condenser motors.
- b) Check operating controls and safeties.
- c) Check motor and fan blades; tighten as required.
- d) Inspect all electrical connections.
- e) Check oil level in the compressors; document measurements.
- f) Check suction pressure, discharge pressure and oil pressure; document measurements.
- g) Check the liquid line sight glasses.
- h) Visually inspect system for leaks using lead detector to pinpoint leaks.
- i) Measure and record system superheat and sub-cooling and record all readings on semi-annual report.

4.12.5.22 Air Handling Units

- a) Check drive and fan belts for proper tension and wear and replace as required (**date and initial with silver marker**).
- b) Check operation of all dampers and pneumatic controls.
- c) Check operation of pneumatic/electric valves and operators.
- d) Check shaft alignment to motor and check motor for proper operation
- e) Lubricate motor and shaft bearing as required.
- f) Inspect inlet guide vanes to blower assembly and pneumatic control
- g) Inspect heating and cooling coils.
- h) Check condensate drain pans and clean as required for proper drainage.

4.12.5.23 Boiler Units

- a) Inspect boilers and burner.
- b) Check for water and fuel leaks.
- c) Check sequence and operation of controls.
- d) Check setting and test operation of controls.

- e) Check operation of gas train.
- f) Check safety/relief valves.
- g) Contractor is NOT responsible for boiler inspection permits.
- h) Locations with boiler units: The list below is provided for reference only. City does not guarantee its complete accuracy. Bidders are encouraged to inspect each facility **prior** to submitting a bid, and will be held to the prices bid, even if locations are not properly identified herein.

1) Market Square, 514 W. Commerce St, San Antonio, TX 78207 - 1 boiler

2) Frank Garrett Community Center at 1226 NW 18th St., San Antonio, TX 78207 - 1 boiler

4.12.5.24 Ventilation Exhaust Systems

- a) Visually check belts; replace if necessary.
- b) Inspect pulleys and sheaves.
- c) Measure and record motor amps for each system, provide information with report.
- d) Perform tasks pursuant to Attachment M – Exhaust Fan Checklist"

4.12.5.25 Mammoth Unit at Market Square – Group 5

This unit is listed separately on Attachment B – Price Schedule, as Group 5, due to its complexity and size. Bidders shall carefully examine specifications below and, if necessary, perform a site visit to secure a clear and full understanding of the work. Bidders shall submit all questions in writing to Maria Blake at maria.blake@SanAntonio.gov. City's official response to questions will be addressed via an addendum. Any information provided by the departments is not binding.

Quarterly Scheduled Preventive Maintenance shall be performed on this unit in accordance with Manufacturer's Recommendations and must be agreed upon by CDDR. Specifications of this unit are as follows:

Description: Mammoth Unit

Tag No: TRU-DD, Model #: DEMHBSFFRCL-1102-G800-1011-VAV

Mammoth Item #: %ULLINE00166700

Cabinet 1011 Frame, Total Cabinet Length 55.33 ft, Air Tunnel Length 41ft., Weight: 11234

Extended Vestibule Length – 3ft., Weight: 822, Total 24" Access Doors

Discharge Section: Opening sides: 48"x132", Opening area: 44 sq. ft., Air Velocity: 762ft/min.

Humidifier Section: Dri-Steem Ultra-Sorb VLC-100-4: 260.1 lbs/hr

VAPORSTREAM VLC electric Humidifier Mounted in the Vestibule 460/3/60

Evaporator Coil: 52.5x94 (HxW), Coil face area: 68.5 sq. ft., Configuration: V-Bank (special)

Tube Material: Copper, Tube Wall Thickness: .017 in, FIN material: Aluminum

Coil Casing Material: Corrugated, Circuit Ratio: Stainless Steel

Performance Data: Unit Airflow: 33545 CFM, Total MBH: 1282

Gas Heater: Heater Model: 800, Weight 2120, Fuel Type: Natural Gas,

Firing Method: HIGH TURNDOWN, Turndown Ratio: 21:1

Supply Fan Section: Model # DPF0, Quantity: 2, Diameter: (in) 2 @ 40.25 each

Wheel Construction: Class 2, Air Volume Control: Vari-Cone

Fan Motor: 20Motor HP (each), 1750 Motor RPM

Other Components: Supply Fan Sound Power, Sound Attenuators, Economizer,

Evaporative Cooled condenser: Weight 10740, Screw Compressors- 2, Sump Heater with Thermostat,

Filters: 12" Rigid Cartridge, Pre-Filter: 2" Pleated, Configuration: Slab, Number/Size: 9 at 12"x24", 20 at 24"x24", Filter Option Number: 25X

Filters #2: 12" Carbon Filters, 2" Pleated, 9 at 12"x24", 20 at 24"x24", Option #: 25X

Mammoth Item #: 14" Standard Curb

4.12.6 Minimum Semi-Annual Scheduled Preventive Maintenance Requirements for Cooling, Heating, Chillers and Condensing Unit Coils (twice per year for all locations); to be completed during spring and fall quarterly inspections. Regarding Semi-Annual requirements and tasks, the following shall apply:

4.12.6.1 Contractor shall supply CDDR the schedule of evaporator coil cleanings within 60 calendar days after contract is awarded. If Contractor identifies a coil as new or clean, Contractor will be required to supply a digital photo for proof and approval by the department representative. All evaporator coils need to be cleaned at least once per year during the contract period (in the first two weeks of **March of each year**). However, if any coils are found to be dirty during the contract period, the contractor shall perform the evaporator coil cleaning within **7 calendar days** of notice, to the Contractor, by the CDDR, or at the earliest convenience of the City.

4.12.6.2 Contractor shall provide all labor, material and equipment for the thorough cleaning of all evaporator and condenser coils split systems, and heat pump units. Self-contained air conditioning units with integral blower units shall receive this same service. The coils are to be cleaned the **first two weeks of March and again during the first two weeks in September, every year of the contract.**

4.12.6.3 Only the use of hot water / wet stream will be permitted

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

4.12.6.5 Temperature Control Devices

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

4.12.6.6 Coils

- a) Clean all condenser coils. Air-cooled equipment shall have hot water / wet stream only

4.12.6.7 Chillers- Controls:

- a) Clean inside and outside of cabin. Check connections for tightness.
- b) Check operation of indicator/alarm lights and LED/LCD displays.
- c) Check all gauges for proper connections, errors, breakage and anything that may impede accurate measurements.
- d) Test and calibrate cutouts associated with low oil pressure, high condenser pressure, chilled water low limit, low refrigerant temperature and high motor temperature.
- e) Check operation of oil pressure and temperature controllers.
- f) Check operation of head pressure controls and control valves. Calibrate the valves and controls.
- g) Check and calibrate flow switches operation.
- h) Check and adjust water flow and refrigerant level.
- i) Verify set points and operation of operating controls.
- j) Verify start, stop and anti-cycle timers.

4.12.6.8 Electrical System

- a) Check the interior and components of the starter for cleanliness, moisture and oil free conditions. Measure and record voltages on all phases.
- b) Check all the contacts for signs of wear and pitting. Measure and record load current on all phases on the compressor motor and compare with installed meter and nameplate values.
- c) Check the motor terminals. Repair insulation if damaged.
- d) Check and record all voltages and amperages.

e) Check the overload relays. In the cases where applicable, check oil in the dashpot and dash pot setting. Replace oil, if contaminated.

f) Meg the motor and record readings.

4.12.6.9 Air-Cooled Condenser

a) Thoroughly clean all coils, using coil cleaning chemicals and water approved by the manufacturer or "wet" stream.

4.12.7 Minimum **Annual** Scheduled Preventive Maintenance Requirements for Cooling, Heating, and Evaporator Unit Coils (for all locations):

4.12.7.1 Contractor shall provide all labor, materials, and equipment to provide for the thorough cleaning of all air handling heating and cooling coils once a year in **March**.

4.12.3.9 In addition to scheduled quarterly routine maintenance checks, Contractor shall perform two **Seasonal service calls per service location**, for system shutdown and start-up during the appropriate seasonal period; these checks shall be scheduled in **March and November** for the Spring and Fall seasons.

4.12.7.2 Contractor shall provide all labor, materials, and equipment for the thorough cleaning of all evaporator coils split systems, and heat pump units. Self-contained air conditioning units with integral blower units shall receive this same service. The coils are to be cleaned in **March**.

4.12.7.3 Only "wet steam" or non-corrosive chemicals/solvents with a neutral pH, will be used for cleaning evaporator and condenser coils equivalent to those recommended by the manufacturer of the unit being serviced.

4.12.7.4 Clean all evaporator coils (air-cooled equipment); hot water / wet stream only

4.12.7.5 Clean all chilled water and hot water coils; hot water / wet stream only

4.12.8 **Seasonal** Scheduled Preventive Maintenance Requirements (for all locations):

In addition to scheduled quarterly routine maintenance checks, Contractor shall perform two Seasonal service calls per service location, for system shutdown and start-up during the appropriate seasonal period; these checks shall be scheduled in **March and November** for the spring and fall seasons.

Overhead Suspended Heaters:

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

Contractor shall perform maintenance inspection of heaters at every scheduled visit during the months of October through February of the contract period. During the first Cooling inspection, all gas service to the units shall be shut off at the gas valve next to the unit.

4.12.9 Life Cycle Management Program

On an annual basis, Contractor shall conduct an Asset Life Cycle Management Program that provides a full analysis of the current equipment installation and prepares a modernization plan to improve the equipment to modern safety, accessibility, performance, and aesthetics standards. The plan will evaluate investment schedules and constraints to assist the CDDR with budgeting the investment from individual HVAC parts through full modernization packages for the lifetime of the building.

4.12.9.1 **Contractor shall provide the first plan within 90 days of contract award** and September 1st of each year thereafter for the subsequent years for the term of this contract.

4.12.9.2 The Contractors assessment of equipment and repair recommendations shall be provided with life cycle report and shall serve as Contractors supporting documentation for corrective repairs.

4.12.9.3 Contractor shall obtain a Purchase Order from the City Representative before commencement of corrective repairs or replacement in accordance with 4.3.2. Corrective Repairs and 4.1.1 Pre-Existing Damage to HVAC systems.

4.13 **CITY DEPARTMENTS AND RESPECTIVE HVAC UNITS**

RFCSP Attachments supply bidders with the required listing of all units to be serviced by this contract. Bidders are encouraged to familiarize themselves with the Attachments and the amount of labor, materials, and equipment that will be required in the performance of the work under this contract **PRIOR** to placing a bid. Contractor shall carefully examine these specifications and, if necessary, secure from the City any additional

information that may be a requisite to a clear and full understanding of the work. Bidders shall submit all questions in writing to Maria Blake at maria.blake@SanAntonio.gov. City's official response to questions will be addressed via an addendum. Any information provided by the departments is not binding.

4.14 UNSATISFACTORY PERFORMANCE

Unsatisfactory performance may result in a negative vendor performance report. COSA may consider the following performance by the vendor as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:

- 4.14.1 "Call back" to correct the solicitation items.
- 4.14.2 Contractor personnel assigned not having the skill or knowledge to diagnose the problem or perform the repair or both.
- 4.14.3 Contractor not providing submittals as required by the solicitation.
- 4.14.4 Contractor not completing the work as required by the solicitation.
- 4.14.5 Contractor not providing invoice as required by solicitation.
- 4.14.6 Contractor not meeting the project schedule as required by solicitation.
- 4.14.7 Contractor does not meet performance requirements.
- 4.14.8 Contractor does not meet meeting requirements.
- 4.14.9 Contractor does not meet documentation requirements.
- 4.14.10 Parts, maintenance procedures, and workmanship provided by Contractor shall be those as recommended by the manufacturer of the equipment, and professional trade standards. Failure of Contractor to produce quality service under the terms established in this agreement may result in the termination of the contract by the City.

4.15 QUALITY ASSURANCE AND CONTROL

- 4.15.1 Only trained and certified installation contractor technicians shall be used to provide services.
- 4.15.2 Only products shipped directly from manufacture or an approved distributor shall be used in this contract.
- 4.15.3 The Certified contractor shall ensure that quality standards are met during and after maintenance services.
- 4.15.4 All services meet codes and manufacturers standards.
- 4.15.5 The contractor is responsible for quality assurance and control.
- 4.15.6 The contractor shall provide a report that shows meeting performance requirement.

4.16 SERVICES AND RESPONSE TIME

CDDR will provide notification by telephone call to the Contractor, for all service requests, whether Routine, Urgent, or Emergency. Email notification will follow. Response times for the Contractor will be based on the CDDR phone call notification (not the email notification) for Routine, Urgent, and Emergency requests by the City.

- 4.16.1 Contractor shall maintain the services of a professionally staffed telephone answering system so that immediate and continuous contact on a 24 hour per day, 7 (seven) days per week and 365 days per year basis can be made. Answering service personnel shall be employed by Contractor. Answering machines are not acceptable.
- 4.16.2 Contractor shall provide a point of contact (name and phone number) to be available 24/7 including days, nights, weekends, and holidays.
- 4.16.3 Contractor shall provide name and phone number of the technician providing the services and ticket number or service number.
- 4.16.4 Corrective Repairs: Parts shall be at vendor cost plus markup per price schedule. The Contractor shall provide copies of receipts for all parts and supplies to the designated representative with the corrective repair invoice.

4.16.5

Scheduled Preventive Maintenance Services: The Contractor shall perform the scheduled preventive maintenance on the scheduled date. If unforeseen conditions arise, (i.e., inclement weather) on the scheduled date, the Contractor shall notify CDDR via email and phone call as soon as possible prior to or on the scheduled date. All rescheduled services shall be performed within ten (10) calendar days of the **original** scheduled date.

4.16.6

Emergency Services – Corrective Repairs

- a) The Contractor shall acknowledge and provide a response to the CDDR's request within fifteen (15) minutes of the time the CDDR places the phone call and sends the email.
- b) Contractor technician shall be present and on-site at requested location, within sixty (60) minutes, one (1) hour, of CDDR having placed the phone call and sent the email, regardless of the date, day or time (holidays, weekends or nights).
- c) If an inspection reveals a problem exists in the equipment which is attributable to Contractor's lack of adherence to scheduled preventive maintenance and quality controls, the total cost of the emergency service visit, including parts and labor, will be borne by Contractor, and no additional charge will be authorized by the City. If the repair is a corrective repair then Contractor shall invoice the City based on labor rates and parts upcharge per Attachment B, Price Schedule.
- 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 the City. The City will identify emergency calls at time of notification.
- e) For the purposes of this contract, corrective repairs deemed necessary by the 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 CDDR. After the email, a purchase order will be provided by CDDR within seven (7) business days after receipt of proposal. Contractor shall provide a quotation of the work to be performed with an estimated cost for repair within one (1) business day for emergency service calls. This work shall be billed in accordance with labor and parts charges listed on the Price Schedule. The City will not pay for any unauthorized parts or labor charges. Contractor shall submit invoices with the City's purchase order number reflected on the invoice and "EMERGENCY REPAIR" clearly indicated. Should the Contractor be unable to fulfill the repair requirement within the given time set forth by the CDDR, City reserves the right to procure the service elsewhere.

4.16.7

Urgent Services – Corrective Repairs - Same service standards as emergency service calls apply with the exception of response time.

- a) Contractor shall acknowledge and provide a response to the CDDR's request within fifteen (15) minutes of the time the CDDR places the phone call and sends the email.
- b) Contractor technician shall be present and on-site at requested location, within two (2) hours of CDDR having placed the phone call and sent the email, regardless of the date, day or time (holidays, weekends or nights).
- 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 urgent service visit, including parts and labor, will be borne by Contractor, and no additional charge will be authorized by the City. If the repair is a corrective repair then Contractor shall invoice the City based on labor rates and parts upcharge per Attachment B, Price Schedule.
- d) The work shall be completed same day of the notification. If work cannot be completed during the same day of the notification due to materials, the work shall be completed, within seven (7) calendar days of receipt of notification. All requirements shall be identified within 24 hours of the notification. Material requirements shall be processed and ordered within 24 hours of receipt of notification. Material shall be received within three (3) days of receipt of notification. All work shall be completed within seven (7) calendar days after notification. If these requirements cannot be met, the contractor shall provide documentation to the CDDR for evaluation and final completion date. Should the Contractor be unable to fulfill the repair requirement within the given time set forth by the CDDR, City reserves the right to procure the service elsewhere

- 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, either by issuance of a purchase order or approval via CDDR's email. After the email, a purchase order will be provided 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.

4.16.8 Routine Services – Corrective Repairs - Same service standards apply, as emergency and urgent calls, with the exception of response time.

- a) Contractor shall acknowledge and provide a response to the CDDR's request within fifteen (15) minutes of the time the CDDR places the phone call and sends the email.
- b) Contractor technician shall respond on site within twenty-four (24) hours of receiving the notification during the week and holidays.
- c) **If an inspection reveals a problem exists in the equipment which is attributable to Contractor's lack of adherence to scheduled preventive maintenance and quality controls, the total cost of the routine service visit, including parts and labor, will be borne by Contractor, and no additional charge will be authorized by the City. If the repair is a corrective repair then Contractor shall invoice the City based on labor rates and parts upcharge per Attachment B, Price Schedule.**
- d) Parts shall be charged at cost plus mark-up per price schedule. The Contractor shall provide copies of receipts for all parts and supplies to the designated representative with the service invoice.
- e) The work shall be completed same day of the notification. If work cannot be completed during the same day of the notification due to materials, the work shall be accomplished within fourteen (14) calendar days after identifying the material and other requirement. All requirements shall be identified within 24 hours of the notification. Material requirements shall be processed and ordered within 24 hours of receipt of notification. Material shall be received within seven (7) days of the notification. All work shall be completed within fourteen (14) calendar days after notification. If these requirements cannot be met, the contractor shall provide documentation to the CDDR for evaluation and final completion date.
- f) Contractor shall not begin any work that is beyond the scope of the scheduled preventive maintenance specifications herein unless specifically requested by the CDDR in writing by issuance of a purchase order or approval via CDDR's email. After the email, a purchase order will be provided within seven (7) working days. Contractor shall provide a quotation of the work to be performed with an estimated cost for repair within twenty four (24) hours. Should the Contractor be unable to fulfill the repair requirement within the given time set forth by the CDDR, City reserves the right to procure the service elsewhere

4.16.9 Call-Backs and Response Times: Call-backs are technician returns for inspections or repairs for incidents that City previously reported, and for which Contractor previously reported having completed on corrective repairs. Call-backs during normal working hours and/or after normal working hours are included in the price of this contract since the call-back (for a repair) had already been determined and charged to the City in the initial corrective repair call. Call-back is only for the repair which was not completed or repaired correctly the first time. Call-back service is included at no additional cost to City. Call back response time shall be in accordance with an emergency service call.

4.17 OUT OF SERVICE CREDITS

4.17.1 Whenever any equipment or related components are inoperable or malfunctioning for extended periods, substantial and intangible harm may accrue to the City, its citizens and patrons. The City may invoke service credits if this substandard condition exists for any of the following:

- a) Longer than four hours after Contractor's required response time for a Routine Corrective Service Call; the four-hour period begins when CDDR places the phone call and sends the email.

- b) Longer than two hours after Contractor's required response time for an Urgent Service Call; the four-hour period begins when CDDR places the phone call and sends the email.
 - c) Longer than one hour after Contractor's required response time for an Emergency Service Call; the four-hour period begins when CDDR places the phone call and sends the email.
- 4.17.2 Scheduled service work that is not completed and results in an inoperable system is not cause for a waiver of the Service Credit
- 4.17.3 The 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.
- 4.17.4 The Service Credit is \$50.00 per hour or fraction of an hour, for each unit that malfunctions, until the situation is rectified. The situation is rectified when acceptable operation is verified by the CDDR.
- 4.17.5 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, negligence, or failure to meet the response times indicated herein. Contractor is responsible for ensuring that the CDDR is made aware of these situations within thirty (30) minutes of arrival.
- 4.17.6 The Service Credits apply to equipment and related components separately; therefore, simultaneous breakdowns of several units may invoke multiple Service Credits.
- 4.17.7 The CDDR shall be the final authority on whether or not a service credit is invoked. When a service credit has been invoked, Contractor shall calculate such service credits and include the deduction on the next invoice. Continual failures by Contractor to expedite work to correct malfunctions is cause for termination of the contract and the performance bond may be used to perform the required repairs. .
- 4.17.8 The Parties agree that these Service Credits are liquidated damages, and not a penalty.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall terminate on MARCH 31, 2021.

Renewals.

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

Temporary Short Term Extensions.

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

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

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

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

C) A 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 <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined <u>Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

D) Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same 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
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 \$1,500. 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 in the amount of \$300,000.00 as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570). Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. The bond must be executed and delivered to City prior to commencement of work under this contract. Contractor is required to maintain the bond's value at \$300,000 for the life of the contract, by supplementing the bond or providing a new one, as may be required, in the event of a draw. In addition, for any repairs exceeding the bond's value, Contractor must supply a supplemental Payment Bond, meeting the same requirements herein, to cover the incremental increase between this bond's value and the cost of the repair.

Performance Bond.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

Prevailing Wage Rates.

The Provisions of Chapter 2258 of the Texas Government Code, and the "Wage and Labor Standard Provisions" amended in City Ordinance 2008-11-20-1045, expressly are made a part of this Contract. Contractor shall forfeit, as a penalty to Owner, sixty dollars (\$60.00) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, in which such laborer, worker or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any federal or state law, regarding the wages to be paid to or hours worked by laborers, workers or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.

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

Workers' Compensation.

Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Incorporation of Attachments.

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

Attachment A – Part One - General Information
Attachment A – Part Two - Experience, Background and Qualifications
Attachment A – Part Three - Proposed Plan, Revision I Dated 11/21/2017
Attachment B – Price Schedule, Revision I Dated 11/21/2017
Attachment C – Contracts Disclosure Form
Attachment D – Litigation Disclosure Form
Attachment E – Small Business Economic Development Advocacy (SBEDA) Ordinance Compliance Provisions
Attachment F – Small Business Economic Development Advocacy (SBEDA) Commitment Form
Attachment G – Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance
Attachment H – Veteran-Owned Small Business (VOSB) Preference Program Tracking Form
Attachment I – Certificate of Interested Parties Form
Attachment J – Prevailing Wages Rates
Attachment K – HVAC Equipment List, Revision I Dated 11/21/2017
Attachment L – HVAC Scheduled preventive maintenance Check List
Attachment M – Exhaust Fan Check List
Attachment N – ERV Units
Attachment O – HVAC Equipment Record-Keeping
Attachment P – Filter List
Attachment Q – Proposal Checklist
Attachment R – Pre-Submittal Conference Sign-in Sheets
Attachment S – Small Business Economic Development Advocacy (SBEDA) Presentation

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 respondent superior shall not apply as between City and Vendor.

INDEMNIFICATION.

CONTRACTOR 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 CONTRACTOR' activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor or subcontractor of CONTRACTOR, 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 CONTRACTOR 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. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR 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.

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

Prohibition on Contracts with Companies Boycotting Israel

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

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

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

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

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

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	
Signer's Name	
Name of Business	
Street Address	
City, State, Zip Code	
Email Address	
Telephone Number	
Fax Number	
City's Solicitation Number	

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: _____

Email Address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

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

DUNS NUMBER: _____

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

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

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ____ No ____

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

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

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

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

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

11. Previous Contracts:

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

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

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

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

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

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

REFERENCES

Provide a minimum of three (3) references for which Respondent performed commercial HVAC maintenance and repair services similar to the size and scope of this RFSCP. For the references provided, work must have been performed within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and **be willing to respond to questions** regarding the type, level, and quality of service provided. Do not use City contracts as references.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Describe Respondent's experience relevant to the Preferred Qualifications for HVAC work requested by this RFCSP to include the following:
 - a. List and describe three (3) HVAC maintenance and repairs contracts or projects performed over the past three (3) years. Include the company name, point of contact, phone number, description of services provided, date of service, and size of facility
 - b. Indicate the number of years Respondent has provided commercial HVAC work as defined in this RFCSP.
 - c. Indicate the number of labor disputes within the past three (3) years in which the Respondent's involvement resulted in a work stoppage or reduction in service level. Provide explanation detailing the circumstances for each dispute, location, and outcome.
 - d. Please provide a copy of valid class A HVAC License with combine endorsement by the Texas Department of Licensing and Regulation, and confirmation of registration with the City of San Antonio, through its Development Services Department for each staff member which will be dedicated to this contract.
 - e. Provide a list of technicians assigned to work within City facilities, and proof of an approved background check before being allowed to access a building.
2. Provide a list of HVAC equipment previously maintained that is of the type and grade to be maintained under this contract. Include the quantity of each unit, length of time for which services were provided, dates services were provided, and name of owner of each HVAC unit. Respondent may include the same information pertaining to similar HVAC units for which Respondent has provided maintenance services. Respondent shall also provide, with its bid response, a list of available personnel to perform work hereunder, including each person's qualifications.
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 at high visibility or similar 24/7 facilities over the past four (4) years. Identify associated results or impacts of the project/work performed. Indicate challenges and how they were met.
4. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
5. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project. Describe the experience and skill levels of your employees who would be providing HVAC services if you are awarded this contract, including license levels, years of experience, and specific projects completed.
6. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.
 - a. Indicate whether Respondent's proposed subcontractors or Joint Venture team members have ever been terminated from a contractor prior to project completion within the past four (4) years. If yes, provide the firm name and a brief explanation.
 - b. Indicate whether Respondent's proposed subcontractor(s) or Joint Venture team members have ever failed to receive an agreement extension or award for eligible phase work within the past four (4) years. If yes, provide the firm name and a brief explanation.
7. Provide for evaluation purposes, a resume of experience of the assigned foreman and service personnel.
8. 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, Revision 1 Dated 11/21/2017

Respondent's Group(s) Proposal Identification:

The City will evaluate proposals by Group.

Respondents may submit a proposal response for Group 1 only, Group 2 only, Group 3 only, Group 4 only, Group 5 only or for all five (5) Groups, or any combination thereof. It is not necessary or required to submit a response or bid on all five groups in order to be deemed responsive for a single group.

Identify, by circling below, the Group or Groups that Respondent is submitting a response for. Respondents may submit a response for one individual Group or for all five Groups, or any combination thereof. **Respondents should tailor their submissions appropriately for the specific Group or Groups they are submitting a response for to include each numbered element identified in this section, Attachment A, Part Three, Proposed Plan.**

Group 1	San Antonio Fire Department & San Antonio Police Department	YES	NO
Group 2	Department of Human Services	YES	NO
Group 3	Center City Development & Ops- La Villita, Market Square, & Farmer's Market	YES	NO
Group 4	Solid Waste Management & San Antonio Metro Health and WIC Clinics	YES	NO
Group 5	Mammoth Unit at Centro De Artes – Center City Development & Operations	YES	NO

Prepare and submit narrative responses to address the following items:

1. **Ramp-Up Plan** – Describe how Respondent will ramp-up to meet the Preventive Maintenance and Repair of HVAC Citywide requirements to implement contract. Respondent should not provide a blanket response for all Groups. **Respondent should specifically address each Group they are submitting a response for.**
 - a. Respondent should provide Ramp-Up Plan to include their perceived challenges **specific to each Group(s)** to which they are submitting a proposal for. Respondent should provide a plan on how they will address **each Group** challenges.
 - b. Indicate what the timeframes are for Respondents to be able to mobilize upon contract award for **each specific Group.**
2. **Staffing Plan** – Describe Respondent's Staffing Plan on providing HVAC services; include a job description for each position that is included in the Staffing Plan. Indicate which, if any, positions, Respondent is planning to fill with current, experienced qualified local service employees to perform work. Include **work hours** and **number of employees** scheduled during the work hours, and problem resolution with staff scheduling. **Respondent should specifically address each Group they are submitting a response for.**
3. **Identification Plan** – Describe Respondent's plan for ensuring that vehicles and uniforms clearly identify company name as well as plan for meeting employee ID badge requirements.
4. **Safety Plan** – Describe Respondent's safety plan. Said plan must address all aspects of the Respondent's safety procedures including responsibility for OSHA compliance, drug testing, trend analysis, corrective action and interface with City inspectors.
5. **Quality Assurance/Quality Control (QA/QC) Plan** – Describe Respondent's QA/QC Plan to include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with City, and control of subcontractors' performance, if any. Include a copy of Respondent's Standard Operating Procedures (SOP).
 - a. Describe what type of equipment/reporting system will be utilized.
 - b. Describe how the required response times for qualified personnel and equipment will be met for Emergency, Urgent, and Routine service calls:
 - i. **Emergency response time– Call back within 15 minutes, on site within 60 minutes of notification.**

- ii. Urgent response time– Call back within 15 minutes, on site within 2 Hours of notification.
- iii. Routine response time – Call back within 15 minutes, on site within 24 Hours of notification.

6. **Training Plan** – Describe training and instruction programs that Respondent will provide to its employees working on City projects. Describe how Respondent and individuals assigned will meet the solicitation requirements.
7. **Communication Plan** – Describe contract administration/communication procedures. Discuss lines of communications and interaction with City staff and others.
8. **Project Coordination Plan** – Provide detailed example of a scheduled preventive maintenance schedule for monthly, quarterly, semi-annual and annual equipment maintenance to be performed in accordance with recommended manufacturer and best practices of the trade. Respondent should specifically address each Group they are submitting a response for. The example of the scheduled preventive maintenance schedule shall include, but not limited to;
- a. Estimated time to complete the task
 - b. Detailed description of the task
 - c. Materials and tools needed
 - d. Measurements to be taken
 - e. Safety precautions and personal protective equipment (PPE) needed to perform the task.
 - f. Indicate specific information regarding the proper cleaning, maintenance and replacement frequency schedules for filters. Requirements must meet or exceed the manufacturers' recommendations as detailed in the maintenance and operation manuals for the particular unit being serviced.
 - g. Indicate specific information regarding the proper cleaning, maintenance and replacement frequency schedules for coils. Requirements must meet or exceed the manufacturers' recommendations as detailed in the maintenance and operation manuals for the particular unit being serviced.
 - h. Provide a plan to conduct a full analysis of the current equipment on an annual basis. The plan shall evaluate investment schedules and constraints to equipment. Contractor shall provide the first plan within 90 days of contract award. Provide life cycle assessment sample.
9. **Equipment** – Respondent shall provide an equipment list, or plan to access equipment to maintain HVAC units throughout the City. Respondent should specifically address each Group they are submitting a response for. Rental or access to scissor lift platform or other lifting equipment for reaching units in high places is Contractor's responsibility. Respondent shall provide supply chain information, such as inventory stock levels and supply chain suppliers. Timelines for the acquisition of repair parts and equipment.
10. Contractor shall provide a company contact and phone number for all inquiries from the City if awarded this contract:
- Name: _____
- Title: _____
- Office Phone: _____
- Cell Phone: _____
- Fax #: _____
- Email: _____
11. **Additional Information** – Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFCSP ATTACHMENT B

PRICE SCHEDULE

Posted as separate documents.

RFCSP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at

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

Instructions for completing the Contracts Disclosure form are listed below:

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

RFCSP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ____ No ____

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

Yes ____ No ____

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

Yes ____ No ____

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

RFCSP ATTACHMENT E

Small Business Economic Development Advocacy (SBEDA) Ordinance Compliance

Posted as separate documents.

RFCSP ATTACHMENT F

Subcontractor/Supplier Utilization Commitment Form

Posted as separate document.

RFCSP ATTACHMENT G

Veteran-Owned Small Business Program

Posted as separate document.

RFCSP ATTACHMENT H

Veteran-Owned Small Business Program Tracking Form

Posted as separate document.

RFCSP ATTACHMENT I

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) an intermediary.

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

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

RFCSP ATTACHMENT J

Prevailing Wages Rates

Posted as separate document.

RFCSP ATTACHMENT K

Equipment List

Posted as separate document.

RFCSP ATTACHMENT L

HVAC Scheduled Preventive Maintenance Check List

Posted as separate document.

RFCSP ATTACHMENT M

Exhaust Fan Check List

Posted as separate document.

RFCSP ATTACHMENT N

List of ERV Units and Units Using 50% or More Outside Air

Posted as separate documents.

RFCSP ATTACHMENT O

HVAC Equipment Servicing Record

Posted as separate document.

RFCSP ATTACHMENT P

Filter List

Posted as separate document.

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	
Pricing Schedule RFCSP Attachment B	
*Contracts Disclosure Form RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
* Subcontractor/Supplier Utilization Commitment Form RFCSP Attachment F; and Associated Certificates, if applicable	
*Proposal Bond and Associated Power-of-Attorney	
Financial Information – Dun and Bradstreet Financial Report	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
* Veteran-Owned Small Business Program Tracking Form RFCSP Attachment H	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
*Certificate of Interested Parties 1295 - <u>(Form must be notarized)</u> RFCSP Attachment I	
* Addenda, if any	
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, VOSB AND/OR PRICING TO BE INCLUDED) and one (1) (CD) or flash drive of entire proposal in PDF format if submitting in hard copy.	
Proposal Checklist RFCSP Attachment Q	

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