

ORDINANCE 2019-02-21-0130

**APPROVING A CONTRACT WITH THE BRANDT COMPANIES, LLC TO PROVIDE SCHEDULED ANNUAL MAINTENANCE, INSPECTIONS, AND OTHER SERVICES TO THE COOLING TOWER SYSTEMS FOR THE BUILDING & EQUIPMENT SERVICES DEPARTMENT PROGRAM FACILITIES FOR AN INITIAL TERM ENDING DECEMBER 31, 2020 WITH THREE, ONE-YEAR RENEWAL OPTIONS FOR A TOTAL COST NOT TO EXCEED \$624,872.96. FUNDING FOR FY 2019 IS AVAILABLE FROM THE FY 2019 FACILITY SERVICES FUND BUDGET.**

\* \* \* \* \*

**WHEREAS**, the City of San Antonio issued a Request for Competitive Sealed Proposals (RFCSP) to provide the Building and Equipment Services Department with scheduled annual maintenance, inspections, and other services for various cooling towers; and

**WHEREAS**, two proposals were received; and

**WHEREAS**, one proposal was deemed non-responsive for failure to meet the required emergency service response time as outlined in the Scope of Services; and

**WHEREAS**, upon evaluation of the responsive proposal, staff recommends The Brandt Companies, LLC for award of this contract; **NOW THEREFORE:**

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

**SECTION 1.** The proposal submitted by The Brandt Companies, LLC to provide the City with scheduled annual maintenance, inspections, and other services for various cooling towers is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the contract is attached hereto and incorporated herein for all purposes as **Exhibit I**.

**SECTION 2.** The proposal from OBR Cooling Towers, Inc. is deemed non-responsive and hereby disqualified for failure to meet the emergency service response time as specified in the RFCSP.

**SECTION 3.** Funding in the amount of \$126,995.00 is available as part of the FY 2019 Budget according to the table below:


Amount	General Ledger	Cost Center	Fund
\$36,716.00	3506010003	5202020	76001000
\$90,279.00	3506010003	5204050	76001000
Total \$ 126,995.00			

**SECTION 4.** Payment not to exceed the budgeted amount is authorized to The Brandt Companies, LLC to provide scheduled annual maintenance, inspections, and other services to various cooling tower systems and should be encumbered with a purchase order. Additional funding for this ordinance is contingent upon City Council approval of the City's operating budget and the availability of funds for subsequent Fiscal Years.

**SECTION 5.** The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers and SAP GL Accounts as necessary to carry out the purpose of this ordinance.


**SECTION 6.** This Ordinance is effective immediately upon its passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.


**PASSED and APPROVED** this 21<sup>st</sup> day of February, 2019.

  
M A Y O R  
Ron Nirenberg

**ATTEST:**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

  
\_\_\_\_\_  
Andrew Segovia, City Attorney

<b>Agenda Item:</b>	<b>4 ( in consent vote: 4, 6, 7, 8, 10A, 10B, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 26 )</b>						
<b>Date:</b>	02/21/2019						
<b>Time:</b>	09:38:53 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	Ordinance approving a contract with The Brandt Companies, LLC to provide scheduled annual maintenance, inspections, and other services to the cooling towers at the Municipal Plaza Building, Public Safety Headquarters, Municipal Courts - Frank D. Wing Building, and the International Building for an initial term upon Council award through December 31, 2020 with three, one-year renewal options for a total contract value not to exceed \$624,872.96. Funding for FY 2019 is available from the FY 2019 Facility Services Fund Budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Art A. Hall	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				



LC  
02/21/19  
Item No. 4

# Exhibit I





# Exhibit I

## CITY OF SAN ANTONIO FINANCE DEPARTMENT - PURCHASING DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP") **18-094**  
RFx NO.: **6100010456**

ANNUAL CONTRACT - COOLING TOWER MAINTENANCE, INSPECTIONS,  
AND OTHER SERVICES - BESD

Date Issued: **September 24, 2018**

**BIDS MUST BE RECEIVED NO LATER THAN:  
2:00 P.M., CENTRAL TIME, OCTOBER 24, 2018**

Proposals may be submitted by any of the following means:

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

Address for hard copy responses:

Physical Address:

Office of the City Clerk  
c/o Municipal Archives & Records Facility  
719 S. Santa Rosa  
San Antonio, Texas 78204

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT - COOLING TOWER MAINTENANCE, INSPECTIONS, AND OTHER  
SERVICES - BESD"

Proposal Due Date: 2:00 p.m., Central Time, October 24, 2018

RFCSP 18-094, RFx No.: 6100010456

Respondent's Name and Address

Proposal Bond: YES      Performance Bond: YES      Payment Bond: YES      Other:

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-Proposal Conference \* YES

\* If YES, the Pre-Proposal conference will be held on September 27, 2018 at 9:00 a.m., Central Time, at Riverview Towers, Hill Country Conference Room, 11<sup>th</sup> Floor, 111 Soledad, San Antonio, TX 78205

Site Visits: YES, Refer to Attachment K for the Site Visit Schedule

Staff Contact Person: Maria Blake, Procurement Specialist II, P.O. Box 839966, San Antonio, TX 78283-3966.  
Email: [Maria.Blake@SanAntonio.gov](mailto:Maria.Blake@SanAntonio.gov)

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

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## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

#### Submission of Proposals.

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)** 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, **RF CSP 18-094, RFx: 6100010456, ANNUAL CONTRACT - COOLING TOWER MAINTENANCE, INSPECTIONS, AND OTHER SERVICES - BESD**, on the front of the package. The name and address of Respondent, the due date for submission of proposals, RF CSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than **2:00 p.m., Central Time, on October 24, 2018** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

#### Mailing Address:

Office of the City Clerk

Attn: **RF CSP 18-094, RFx: 6100010456, ANNUAL CONTRACT - COOLING TOWER MAINTENANCE, INSPECTIONS, AND OTHER SERVICES - BESD**

P.O. Box 839966

San Antonio, Texas 78283-3966

#### Physical Address:

Office of the City Clerk

c/o Municipal Archives & Records Facility

Attn: **RF CSP 18-094, RFx: 6100010456, ANNUAL CONTRACT - COOLING TOWER MAINTENANCE, INSPECTIONS, AND OTHER SERVICES - BESD**

719 S. Santa Rosa

San Antonio, Texas 78204

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

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

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, 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 RF CSP Section 003, Instructions for Respondents, Part B – Submission Requirements, and each section and attachment must be indexed and, for hard copy submissions, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk (\*) in Section 003, Instructions for Respondents, Part B – Submission Requirements, MUST** be divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal or on a CD or flash drive, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.



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

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

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

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

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

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

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

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

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

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

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

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

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

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



## Restrictions on Communication.

Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the restrictions on communication with City employees include:

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

**Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below until 10:00 a.m. Central Time, on October 8, 2018.** Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

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

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

Respondents may provide responses to questions asked of them by the Staff Contact Person after proposals are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's proposal. 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) 207-3922 or by e-mail at [Lucy.Barbosa@sanantonio.gov](mailto: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.*

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

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

## Pre-Submittal Conference.

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

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

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



### Changes to RFCSP.

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

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

### Preparation of Proposals.

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

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

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

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

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

### Description of Supplies.

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

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

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

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



Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

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



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

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

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

Evaluation and Award of Contract.

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

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

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any



contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

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

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

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

State of Texas Conflict of Interest.

Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the Office of 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 Office of the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

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

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

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

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

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

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

If delivering by hand, deliver to:

Office of the City Clerk, c/o Municipal Archives and Records Facility,  
719 S. Santa Rosa Ave., San Antonio, TX 78204-3114.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the Office of 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)** 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, **RFCSP 18-094, RFX: 6100010456, ANNUAL CONTRACT - COOLING TOWER MAINTENANCE, INSPECTIONS, AND OTHER SERVICES – BESD**, 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 as Attachment C which is posted separately or Respondent may download a copy at:

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

Instructions for completing the Contracts Disclosure form:

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

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

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

\*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 (VOSB) PREFERENCE PROGRAM IDENTIFICATION FORM. Complete, sign, and submit VOSB Identification Form found in this RFP as Attachment F.

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



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

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

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

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

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

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

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

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

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

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**

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

### **Evaluation Criteria:**

- A. Experience, Background, Qualifications (40 points)**
- B. Proposed Plan (30 points)**
- C. Price (20 points)**
- D. Small Business Economic Development Advocacy Program (SBEDA) (10 points)**

#### **SBE Prime Contract Program – 10 points**

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



No evaluation criteria points will be awarded to non-SBE Prime CONTRACTORS through subcontracting to certified SBE firms.

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.1 SCOPE:

The City of San Antonio is soliciting proposals for a Contractor to provide maintenance services of cooling towers to include furnishing the necessary labor, materials, service Equipment, tools, transportation, and methods of communication, supervision, service reports, and supplies. The maintenance services required consist of, but are not limited to: Scheduled Maintenance, testing and Other Services for City's cooling towers and cooling tower supporting Equipment. The cooling towers and support Equipment shall be referred herein as "Equipment".

This service is required to preserve the safety, reliability and functionality of the Equipment at the various City Facilities throughout San Antonio, TX. The cooling towers Scheduled Maintenance services and Other Services shall consist of, but not be limited to the following: isolation of the cooling tower; re-sealing any seams with manufacturer approved cooling tower grade caulking; and providing Scheduled Maintenance services, inspections, adjustments, testing and replacement of Parts and/or components as herein specified for all Equipment covered under this contract and cooling tower components in accordance with the specifications listed herein. The Contractor's prices submitted on Attachment B, Price Schedule, for *Total Annual Cost to Perform Annual Maintenance Service* shall include all Parts and/or components and labor necessary to provide Scheduled Maintenance and to replace any part and/or component that may be worn from normal wear and tear to prevent from having to service the Equipment at a later date (the Parts included in the Scheduled Maintenance service are listed in Section 4.10, 6.a). Contractor shall perform work as per the manufacturer's requirements, codes and this specification/scope of work.

### 4.2 PROOF OF LICENSING AND CAPABILITY:

#### 1. Contractor Qualifications:

- a. Contractor shall furnish evidence satisfactory to the City specifically demonstrating that the management of the firm has, in the past, satisfactorily performed the work required herein.
- b. It is preferred that Contractor is an approved or accredited servicing agent for any of the major manufacturers of cooling towers. If Contractor has such accreditation, Contractor shall provide documentation certifying such accreditation with its proposal. Alternatively, Contractor shall submit a letter, with its proposal, certifying that it is qualified to meet the requirements of the specifications/scope of work, including specific support for Contractor's assertions. The manufacturer's certification or Contractor's letter shall validate, to City's satisfaction, the Contractor's capability to perform the services required by this specification/scope of work.
- c. Contractor shall hold all proper and current licenses, insurances, and bonds.
- d. Contractor shall be in good financial standing, not in any form of bankruptcy, current in payment of taxes and fees, such as state franchise fees.
- e. Contractor shall provide certification that shows the Contractor meets the requirements of the Federal Insecticide, Fungicide, and Rodenticide ACT (FIFRA) and the State of Texas, if such chemicals are used.

#### 2. Technician Qualifications:

- a. The Contractor shall submit evidence that the technicians who will be assigned to this contract are manufacturer trained and certified technicians for the work specified herein (defined as personnel who have had formal specific manufacturer's training). Alternatively, Contractor shall provide a letter certifying that the Contractor's technicians have been trained to perform the same type of work on the same type of



equipment. The manufacturer's certification or Contractor's letter shall validate, to City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.

- b. All of Contractor's technicians performing work on the Equipment shall have a minimum of ten (10) years of experience performing maintenance on cooling towers. Contractor shall supply documentation to confirm this amount of actual experience.
  - c. Technicians shall be certified as per federal, code, state, and local regulations for related work tasks.
  - d. Contractor shall provide certification or documentation that the technicians performing maintenance services meet the requirements of the State of Texas. At least one technician shall meet the journeyman license requirement for the State of Texas. In addition, the technician and/or helper shall be certified to work with chemicals that will be used to perform the work in this solicitation. The certification shall validate, to City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.
  - e. Contractor shall provide documentation that the technicians have the required safety training for the work environment and chemical usage.
  - f. Contractor shall provide certification or documentation that the technician performing Scheduled Maintenance and Other Services calls meets the requirements of North American Technician Excellence, HVAC Excellence, the National Occupational Competency Testing Institute, the Refrigeration Service Engineers Society and/or comparable requirements of other organizations. The certifications shall validate, to City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.
3. Helper can be used to support the qualified technician. One qualified technician or supervisor shall be at the location at all times. Qualified technician or supervisor shall be responsible for the Scheduled Maintenance services and Other Services at each location.

#### **4.3 DEFINITIONS:**

Whenever a term defined by the Uniform Commercial Code (UCC), as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this contract. In addition to the Standard Definitions found in section 008 of this RFCSP, and for the purpose of this solicitation, the following definitions shall apply:

1. **NACE:** National Association of Corrosion Engineers
2. **BESD:** City's Building and Equipment Services Department.
3. **Bidder:** a person, firm or entity that submits a bid in response to a solicitation. Please refer to Section 008 - Standard Definition.
4. **City Designated Departmental Representative (CDDR):** The facilities maintenance manager or coordinator for the respective City department.
5. **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. Please refer to Section 008 - Standard Definition.
6. **Equipment:** The cooling tower and supporting Equipment as required by this solicitation.
7. **Helper:** A person that is part of an apprentice program that is recognized by manufacturer or other industry recognized organizations. If a helper is used, the helper is under direct supervision of the qualified technician. A helper cannot be on site without a qualified technician. The helper shall be in a registered apprenticeship program per Department of Labor and the National Apprenticeship Act or other industry recognized organization.



## 8. Scheduled Maintenance

- a. **Scheduled Maintenance:** Regular maintenance required by codes and the manufacturer's standards. Scheduled Maintenance is work that is periodically performed on Equipment for the purpose of maintaining Equipment in satisfactory operating condition and to lessen the likelihood of it failing. Scheduled Maintenance is performed while the Equipment is functioning or by temporarily placing the Equipment out of service, so that it does not break down unexpectedly. Scheduled Maintenance involves systematic inspection, detection, prevention, and correction of incipient failures, before they become actual or major failures. Scheduled Maintenance tasks are performed specifically to prevent failures from occurring. These tasks shall consist of but not be limited to: inspections, tests, measurements, adjustments, lubrication, replacement of Parts and/or components, cleaning, etc. Scheduled Maintenance is performed specifically to prevent failures from occurring. It is designed to preserve and restore Equipment reliability by replacing worn, fatigued and/or damaged Parts and/or components before they actually fail. In addition, it includes detailed record keeping and data analysis to avoid Equipment deterioration, so worn, fatigued and/or damaged Parts and/or components can be replaced or serviced before they cause system failures. Service necessitated by normal wear and tear shall be included in Scheduled Maintenance.
  - i. All costs associated with Scheduled Maintenance, including, but not limited to: Parts, and/or components, lubricants and chemicals, are included in the *Total Annual Cost to Perform Annual Maintenance Service* shown on Attachment B, Price Schedule. Scheduled Maintenance does not include total replacement of a system, nor does it include work to install and test Equipment in new construction. Contractor shall perform the maintenance work described herein for the prices stated on the price schedule.
  - ii. The intent of this specification/scope of work is to maintain the Equipment to industry standards and "industry best" condition by having an effective and efficient, Scheduled Maintenance program; thereby, preserving and maintaining the condition, appearance, and performance of the Equipment in keeping with its design and operational standards. The purpose of the program specified herein is to provide the following:
    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 deposition (scale), corrosion, and biological growths (fouling and microbiological growth)

## 9. Other Services: Service calls (emergency, urgent, and routine service calls) for work outside the Scheduled Maintenance.

- a. Other service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed and/or abnormal operating cooling tower system can be restored to its normal operating state. However, service calls necessitated by normal wear and tear are NOT considered Other Services and shall be part of the Scheduled Maintenance services.
- b. **Other Service call:** Service work goes beyond the Scheduled Maintenance and is usually performed to return Equipment or systems to proper functionality, rather than to keep it operating. Other service work for City's Equipment can only be performed with written City approval. If requested by the CDDR, Contractor shall provide a quote, using the hourly rates established herein, for the Other Service work. Parts and/or components supplied for Other Service work will be paid to Contractor in accordance with the percentage markup indicated on the price schedule. **Bid Prices for Parts and/or other components shall be submitted on percentage of Contractor cost.** Contractor shall only proceed with the additional work after receipt of a purchase order issued by the City or as provided herein. The City will not pay for



any unauthorized Parts or labor charges. **Evidence of said costs shall be submitted with invoice for each service call.** Contractor must submit invoices with a copy of the written purchase order supplied by the department for which the services are provided. Such invoices shall have the language OTHER SERVICE (Select one: Emergency, Urgent, or Routine) indicated thereon. **Proof of costs shall be printed, properly identified and dated and submitted with the invoice.** For Other Service calls exceeding \$3,000.00, City reserves the right to obtain quotes from other parties. This contract shall not be considered exclusive with regard to Major Service calls; however, this non-exclusivity shall not relieve Contractor from its obligation to provide a quote and perform Major Service work hereunder, if requested by City.

- i. Minor Service calls shall constitute Other Service calls that cost \$3,000.00 or less. Minor service calls require the CDDR's written approval or verbal approval before initiating work.
  - ii. Major Service calls shall constitute Other Service calls exceeding \$3,000.00 in cost. A Purchase Order must be issued before performing Major Service work on any Equipment.
  - iii. Contractor shall submit an estimate prior to performing any service calls. The estimate shall include a comparison between repairing and replacing the item(s). Contractor will clearly annotate any item(s) where the cost of the service call is equal to or greater than seventy-five percent (75%) of the price of a new item(s). Additional work outside the scope of this contract can only be performed with prior approval from the CDDR or designee. The City reserves the right to accept Contractor's estimate or solicit estimates from other companies for repair work that is not specifically included in the scope of this contract.
  - iv. If Contractor provides an extended warranty, the City reserves the right to accept the extended warranty before the service warranty expires (within one year of the completion of the service call). The Contractor shall identify the extended warranty in the proposal and it shall be listed as a separate item from the service call.
- c. Routine Service calls: service calls outside the Scheduled Maintenance and:
- i. Routine Service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed Equipment and/or abnormal Equipment operations can be restored to its normal operating state. However, if these types of service calls are necessitated by normal wear and tear, they are NOT considered Routine Service calls and no additional cost shall be billed to City. Normal wear and tear items shall be included in the Scheduled Maintenance service as defined by the specification.
  - ii. The CDDR or designee may request Routine Service calls for any location listed herein.
- d. Urgent Service calls: service calls outside the Scheduled Maintenance and:
- i. Urgent Service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed Equipment and/or abnormal Equipment operations can be restored to its normal operating state. However, if these types of service calls are necessitated by normal wear and tear, they are NOT considered Urgent Service calls and no additional cost shall be billed to City. Normal wear and tear items shall be included in the Scheduled Maintenance service as define by the specification.
  - ii. Urgent Service calls are not an emergency but can become an emergency.
  - iii. The CDDR or designee may request Urgent Service calls for any location listed herein.
- e. Emergency Service calls: service calls outside the Scheduled Maintenance and:
- i. An Emergency Service 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 Service calls at the time of notification.
  - ii. Emergency Service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed Equipment and/or abnormal Equipment operations can be restored to its normal operating state. However, if these types of service calls are necessitated by normal wear and tear, they are



NOT considered Emergency Service calls and no additional cost shall be billed to City. Normal wear and tear items shall be included in the Scheduled Maintenance service as defined by the specification.

- iii. The CDDR or designee may request Emergency Service calls for any location listed herein.
  - f. Other work required to make the Equipment operational.
  - g. Call backs – Call backs are returns for inspections or service for an incident that City previously requested, and for which Contractor previously reported having completed the services. Call-back service is included at no additional cost to City. Call back response time shall be in accordance with an Emergency Service call.
10. **Holidays:** Holidays are defined as City recognized holidays as published on the City's web site at <http://www.sanantonio.gov/Commpa/holidaysandclosures>.
  11. **ID Badges:** Identification badges.
  12. **MATERIALS:** Materials include, but are not limited to: Parts, chemicals, instruments and other goods used to perform the requirements in this solicitation.
  13. **NETA:** International Electrical Testing Association.
  14. **NFPA:** National Fire Protection Association
  15. **Parts:** Includes all Materials and goods used to perform the requirements in this solicitation.
  16. **Purchase Order (PO):** A validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Contractor's authority to deliver to and invoice the City for the goods or services specified in an solicitation for the price stated in Contractor's bid.
  17. **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". Please refer to Section 008 – Standard Definition.
  18. **Vendor:** The bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

**4.4 REFERENCES:**

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

<b>National Association of Corrosion Engineers (NACE)</b>	
Publication 1	Cooling Water Treatment Manual
<b>Cooling Technology Institute (CTI)</b>	
CTI Standard	Standard for the Certification of Water Cooling Tower Thermal Performance
CTI ATC 105	Acceptance Test Code
<b>International Building Code</b>	
IBC	International Building Code
IMC	International Mechanical Code
IPC	International Plumbing Code
IEBC	International Existing Building Code
<b>National Fire Protection Association (NFPA)</b>	
NFPA 70	National Electrical Code
NFPA 101	Life Safety Code
NFPA 214	Standard on Water-Cooling Towers
<b>Other</b>	
OSHA	Occupational Safety and Health Administration (OSHA) Standards



CFR 29	Code of Federal Regulation (CFR) Title 29 Part 1910.1200 Hazard Communication
Ordinance 100322	Water Conservation Ordinance
ANSI 188	Legionellosis Risk Management for Building Water System
ISO 9001	Quality Management

#### **4.5 MATERIALS:**

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

#### **4.5.1 MATERIAL PERFORMANCE REQUIREMENTS:**

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

#### **4.6 SITE INSPECTIONS:**

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



#### **4.7 SERVICE LOCATIONS:**

1. The locations included on this service agreement, include the service locations as indicated below. Additional information on the Equipment is listed in Attachment I – Equipment List.
  1. **Municipal Plaza Building**  
114 W. Commerce St., San Antonio, Texas
  2. **Municipal Courts (Frank D. Wing) Building**  
401 S. Frio St., San Antonio, Texas
  3. **Public Safety Headquarters (PSHQ)**  
315 S Santa Rosa Ave., San Antonio, Texas
  4. **International Center**  
203 S. Saint Mary's St., San Antonio, Texas
2. The City of San Antonio reserves the right to delete or add locations for Scheduled Maintenance and Other Services during this contract period. If a location is deleted from the Contract, Contractor shall reduce the contract fee by the full amount for the specific location. If Equipment is added to an existing location, or a new location is added to the contract, City shall pay Contractor in accordance with the price stated in the Price Schedule for added Equipment. The City will issue a change order to the contract to implement the change.

#### **4.8 CONTRACT COMPLETION DATE:**

Scheduled Maintenance shall be completed in accordance with the maintenance schedule and this RFCSP's requirements.

#### **4.9 CONTRACTOR GENERAL REQUIREMENTS** – Contractor Shall:

1. Adhere to the terms and conditions identified in this solicitation.
2. Provide a primary point-of-contact.
3. Provide documentation that Contractor is certified to perform the requirements of this solicitation (See PROOF OF LICENSING AND CAPABILITY).
4. Perform and complete all work required. Contractor shall diligently perform the work to completion within the time set forth in the solicitation. The period of performance shall include, but is not limited to, mobilization, City recognized holidays, weekend days, normal inclement weather, and cleanup; therefore, claims for delay shall not be allowed.
5. Ensure Contractor personnel are in compliance with the service requirements of this specification. Failure to comply with City service requirements may result in the cancellation of the contract or purchase order.
6. Contractor shall adhere to all applicable Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this solicitation. Ignorance on the part of Contractor will in no way relieve Contractor from responsibility.
7. Contractor shall perform all work safely and follow required safety standards including, but not limited to, OSHA, Federal, State, and City codes.
8. Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants of potential hazards.
9. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, and police support, as required for each job. Proposed traffic control methods must be submitted in advance to the CDDR for approval prior to the commencement of work. CDDR's approval shall not, however, relieve Contractor from responsibility with regard thereto.
10. Contractor shall deliver, store, and handle all Materials in a manner that shall prevent damage to the Equipment and/or related components.



11. It shall be 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.
12. Contractor shall thoroughly examine and become familiar with the City facility where services are to be performed, prior to commencing work, to ensure the service can be completed in an orderly and safe manner.
13. Contractor shall be responsible for obtaining all required permits applicable to performance of this solicitation. Contractor shall include all such costs within its solicitation – Price Schedule, as an all-inclusive price. Contractor shall ensure any work that requires a separate license is performed under the applicable license as required under local or state law.
14. Ensure all Equipment and tools are well maintained, calibrated and in proper working order before use in the performance of this service.
15. Protect furnishings and other items with tarps, plastic sheeting or other methods as required and prior to commencing work.
16. Contractor shall at all times keep the site, including storage areas, free from accumulations of waste Materials. Before completing the work, Contractor shall remove from the premises all rubbish, tools, scaffolding, equipment, and Materials that is not the property of City. Upon completing the work, Contractor shall leave the site in a clean and orderly condition satisfactory to City. Final cleanup is part of the work and Contractor is responsible for all construction refuse disposal containers and their removal from the site.
17. No debris shall be dumped and left in the building, on the roof and/or surrounding areas.
18. Contractor shall not use City waste disposal containers.
19. Contractor shall properly dispose of all debris, old Materials, and trash resulting from the specified work in an approved landfill. Contractor shall be responsible for the disposal of all waste to include universal and hazardous Materials resulting from the work. Handling and transporting of all waste Materials shall be performed in accordance with safety and environmental regulations. Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.
20. Contractor shall confine its operations (including storage of Materials) to areas authorized or approved by the City.
21. Contractor shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages shall be reported, and repaired or replaced by Contractor at no cost to City.
22. Contractor shall notify the City representative once the work is complete and ready for its intended use.
23. Contractor shall not affect building plumbing systems or other buildings systems during the performance of the services required by the solicitation. Impact to the building systems shall be corrected by Contractor at no cost to City.

**4.10 SERVICE REQUIREMENTS:**

1. Services not required by Contractor:
  - a. Contractor shall not be required, as part of the Scheduled Maintenance services, to conduct a safety test, unless recommended as part of Scheduled Maintenance by the Equipment's manufacturer, or to install new components or additional controls as recommended or directed by any insurance company or laboratory, or governmental authority, or to make replacements mentioned herein with Parts or devices of a different design for any reason whatsoever.
  - b. Testing of Equipment in new construction.
2. Services required: Contractor shall:
  - a. Provide Scheduled Maintenance services for all Equipment. All work shall meet manufacturers' and industry standards.
  - b. Ensure that Scheduled Maintenance, Other Services, or replacements of damaged, broken, or worn Parts are done in such a way that safe operation of Equipment is not affected.
  - c. Furnish qualified maintenance technicians on the job site for performance of services. Contractor shall maintain an adequate number of trained personnel at all times specifically assigned to perform services.



- d. Manage technicians to ensure they are available to perform service on the Equipment, and not interfere with the regular maintenance personnel that are working on Scheduled Maintenance tasks in order to prevent interruptions.
  - e. Develop and provide a service plan for the City's Equipment. The service plan shall provide the items that Contractor will check during the Scheduled Maintenance service. In addition, the plan shall include, but is not limited to: codes requirements, manufacturers' requirements, industry standards, regulatory requirements, etc.
    - i. Contractor shall establish and adhere to the service plan, which shall meet the manufacturers' recommendations and normal practices of the trade, and the minimum specifications contained herein. A copy of the proposed service plan and schedule shall be submitted for each type of Equipment. This schedule shall include maintenance checklists, which shall become the property of the City of San Antonio when completed. The maintenance checklist along with the service plan shall be permanently maintained in each mechanical room or an outside weather proof box for the locations covered by this contract. An electronic copy of the plan shall be provided to CDDR (See SUBMITTALS).
    - ii. The service plan is a written document that addresses the recommended plan or method to evaluate the effectiveness and efficiency of the Equipment, and industry and manufacturers' recommendations.
  - f. Contractor shall develop and provide a Life Cycle Management Program.
  - g. Contractor shall develop and provide service reports.
  - h. Contractor is responsible for cleaning any spill and protecting other areas of the facility.
  - i. Contractor shall replace any hardware to complete the work as defined in the solicitation.
  - j. Contractor shall re-seal any seams with cooling tower grade caulk.
  - k. Contractor shall be responsible for the Scheduled Maintenance and Other Service calls of all electrical circuits and plumbing components pertaining to the operation of the cooling tower systems covered under these specifications.
  - l. Contractor shall provide service log reports.
  - m. Contractor shall participate in annual meetings and other meetings as requested by City.
  - n. Take samples as part of the Scheduled Maintenance and/or to evaluate problems as required by the Other Services.
  - o. Develop and provide a Scheduled Maintenance schedule for the year.
  - p. Perform Other Services.
  - q. Provide other documents as required by this solicitation.
3. The service plan shall consist of, but shall not be limited to:
- a. Equipment Manufacturer, Model, and serial number
  - b. Equipment Location
  - c. Maintenance schedules for:
    - i. Cooling Towers
    - ii. Estimated time to complete the task,
    - iii. Description of the task,
    - iv. Materials, chemicals and tools needed,
    - v. Measurements to be taken,
    - vi. Manufacturers' requirements, etc.
  - d. Operating Information
  - e. Tests required as part of the Maintenance Schedules



- f. Quality Control Program
  - g. Equipment age, condition, accumulated wear
  - h. Environmental conditions
  - i. Safety precautions and personal protective equipment (PPE) needed to perform the task.
  - j. Each task performed needs to be signed and dated by Contractor's technician upon completion.
  - k. The Report shall be in accordance with 4.10 Service Requirements, #5.
4. Life Cycle Management Program and reports shall consist of, but shall not be limited to:
- a. Contractor shall provide an asset life cycle management program and reports that conducts a full analysis of the current Equipment installation and prepares a modernization plan to improve the Equipment to modern safety, accessibility, performance, and aesthetics standards. The plan shall evaluate investment schedules and constraints to assist the CDDR with budgeting for the Equipment recommended. The report shall consist of, but is not limited to:
    - i. General Information
      - 1. Equipment manufacturer, model and serial number
      - 2. Type of Equipment
      - 3. Report Date
    - ii. Compare results versus the manufacturer's specifications.
    - iii. Review test data and maintenance reports
    - iv. Identify condition of the systems
    - v. Provide trends based on tests, reports, manufacturer information, and other data sources.
    - vi. Evaluate performance
    - vii. Evaluate service life
    - viii. Provide recommendations
    - ix. Expected O&M and Other Services to include estimated costs
    - x. Technology and Operations Improvements
    - xi. The Report shall be in accordance with 4.10 Service Requirements, #5.
5. Contractor shall provide service reports. Contractor shall provide a comprehensive written and/or computerized service report based on each system after services are completed in each location. The reports shall consist of, but shall not be limited to:
- a. A written report for the services and other task within this solicitation.
  - b. Start time and completion time
  - c. Date service was performed.
  - d. Type of Equipment (make, model #, serial number)
  - e. Maintenance task performed.
  - f. Adjustments and other recommendations.
  - g. Test performed and Equipment condition.
  - h. Equipment age, condition, accumulated wear.
  - i. Design and inherent quality of the Equipment.
  - j. Usage.
  - k. Environmental condition.



- l. Improved technology.
  - m. Manufacturers' requirements.
  - n. Industry standards.
  - o. Itemized Parts list.
  - p. Operating conditions.
  - q. Detailed list of other services performed as part of the Scheduled Maintenance or Other Services.
  - r. Photos showing condition of Equipment and Equipment information.
  - s. If any non-contract Equipment (e.g. pumps, piping etc.) is found to be in need of other services for the proper operation of the cooling tower, Contractor shall include it in this report.
  - t. Compare results versus the manufacturer's specifications.
  - u. Provide deficiencies found and recommendations for Other Services, repairs and/or replacements. The report shall advise of all inspection problems or potential problems, and include the maintenance history of all components within each system. The report shall include suggested services for items that are in danger of imminent failure and an itemized cost estimate. This cost estimate shall not be construed as an authorization for additional work. Submit extra work proposals to the CDDR before the next service.
  - v. The maintenance report to include checklists and scheduled item completed.
  - w. If the system does not perform as designed, Contractor shall supply an itemized estimate cost for services to make the system functional to the CDDR.
  - x. 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, maintenance tasks performed (inspected, lubricated, and/or adjusted), service completed with dates, description of major problems, type of units, number of units, date and name of the technician(s) who serviced the Equipment, and certification by Contractor that cleaning and/or maintenance has been performed.
  - y. The reports shall address the Equipment condition, demonstrated by visual inspection, supplemented with video or photographs on the following:
    - i. Tower nozzles and basins,
    - ii. Piping,
    - iii. Internal surfaces (fill Material and drift eliminators),
    - iv. Condition of caulking, supports, hot water basin covers,
    - v. Motors, fans, pumps etc.
  - z. Contractor shall furnish a legible report at each service call to the CDDR for signature verifying the service was performed and checked by the CDDR. The report shall have attached a checklist of items addressed and completed for the Equipment.
    - i. The report shall be signed and dated by Contractor's technician upon completion.
    - ii. The Report shall be in accordance with 4.10 Service Requirements, #5.
6. All labor required to perform Scheduled Maintenance services and all replacement Parts for Scheduled Maintenance services shall be included in Attachment B, Price Schedule *Total Annual Cost to Perform Annual Maintenance Service*.
- a. Material to be provided by Contractor that is part of the cooling towers system shall include, but is not limited to:
    - i. Belts.
    - ii. Screws, bolts, washers, other securing Parts.
    - iii. Lubricants, grease, and oils.



- iv. Broken and burnt electrical wiring and end terminals - American Wire Gage (AWG) conductor size 10 and smaller and end terminals to include wire to wire connectors, wire to board connector, wire crimp terminals, ring terminals, spade terminals, quick disconnect, hook terminals, eyelets, butt connector, tap connectors, bullet connectors, X & Y connectors, multi-pin connectors, battery connector, lug connectors, wire cable ties, twist ties, beaded security ties, releasable cable ties, self-cutting cable ties, cable tie mounting bases, mounting cable ties, etc. for AWG10 and smaller
- v. Piping Supports - hook plate, single-hole pipe clamp, pipe brackets 2 inches and smaller and not longer than 3 feet.
- vi. Tubing, Pipe caps and pipes – 1 inch and smaller.
- vii. Gauges – bourdon tube pressure and liquid filled pressure gauges 2 ½ and smaller to be replaced every 3 years or as needed or if broken.
- viii. Hoses – hose sizes ½ inch and smaller and not longer than 3 feet.
- ix. Chemicals and Materials – required for the Scheduled Maintenance.
- x. Other Parts, etc.
- xi. Other Material requirements:
  1. When Equipment, Parts and/or components are replaced as a unit, and an updated design of the replacement is available, the newer design item shall be used as a replacement.
  2. If a part and/or component are found to be defective it shall be replaced at no cost to the City, unless the replacement is included in a larger service. For example: multiple components are required to be replaced due to an electrical fire, lightening, etc.
  3. Replace packing Material on control valves and in pump as often as necessary to insure proper operation and to prevent valves and pumps from leaking.

b. Material not included in the Scheduled Maintenance:

- i. Replacement of Pumps
- ii. Replacement of Controllers
- iii. Replacement of Fans
- iv. Replacement of Covers
- v. Replacement of Motors, Bearings, and Shafts
- vi. Replacement of Fill Material and drift eliminators
- vii. Replacement of Nozzle Grommets
- viii. Replacement of Solenoid and motorized valves
- ix. Replacement of Meters
- x. Replacement of Compressor
- xi. Replacement of Sensors - other than included items in 4.10, 6.a. above
- xii. Replacement of Gauges - other than included items in 4.10, 6.a. above
- xiii. Replacement of Flow Switches
- xiv. Replacement of Switches
- xv. Replacement of Packing Material - other than included items in 4.10, 6.a. above
- xvi. Replacement of Piping Supports – other than included items in 4.10, 6.a. above
- xvii. Replacement of Support Equipment - other than included items in 4.10, 6.a. above.
- xviii. Replacement of Actuating Devices.
- xix. Replacement of Timers.
- xx. Replacement of Chemicals - other than included items in 4.10, 6.a. above.

- xxi. Replacement of broken and burnt electrical wiring and end terminals - other than included items in 4.10, 6.a. above.
  - xxii. Replacement of Tubing, Pipe Caps and Pipes - other than included items in 4.10, 6.a. above.
  - xxiii. Replacement of Fitting and Nozzles – other than included items in 4.10, 6.a. above.
  - xxiv. Replacement of Hoses - other than included items in 4.10, 6.a. above.
  - xxv. Fittings, Nozzles – that are part of the distribution systems excluding grommets nozzle.
  - xxvi. Support Equipment – for fill Material and drift eliminators other than included items in 4.10., 6.a. above.
  - xxvii. Blowdown or drain valves.
  - xxviii. Couplings and bearings.
  - xxix. Packing Material – of cooling tower pumps.
7. Contractor shall perform Scheduled Maintenance of cooling towers at the locations listed herein to satisfy the following requirements as per the manufacturer's specifications. In addition, any requirement not listed, but deemed necessary per the manufacturer's specifications shall be included. The items below are provided so that Contractor understands the minimum expected service levels to be provided to the City under the terms of this contract. The service level consists of, but is not limited to:
- a. **Annual Cooling Tower Maintenance and Inspection Services (Scheduled Maintenance): To be performed between the last two weeks of March and the first two weeks of April. The work will be performed after the cleaning of the cooling towers and as coordinated with the CDDR. The cleaning of the cooling towers will be performed pursuant to a separate City contract. All work performed under this contract shall be completed during the weekends.**
    - i. Mechanical Equipment Support System Maintenance and Inspection:
      - 1. Inspect mechanical Equipment support and drive shaft guards.
      - 2. Inspect mechanical Equipment support and fasteners for corrosion.
      - 3. Check belts for wear, tension and alignment, adjust as required.
      - 4. Replace belts.
    - ii. Fan Assembly Maintenance and Inspection:
      - 1. Check fan blades pitch for uniformity and correct adjustment.
      - 2. Check fan blades tip track and tip clearance.
      - 3. Check fans for vibration by using non-destructive methods. Contractor to specify method as part of the service plan.
      - 4. Lubricate bearings. (N/A for seal bearings).
      - 5. Check fan blades or blower for imbalance.
      - 6. Check fans for smooth and proper operations.
      - 7. Check fan housing.
      - 8. Check fan decks and supports for decay, corrosion, missing and broken Parts, and gaps.
      - 9. Fan cylinders shall be securely anchored. Check fastening devices.
      - 10. Check fan blades hardware for tightness.
    - iii. Gearbox Maintenance and Inspection:
      - 1. Check gearbox pinion shaft backlash.
      - 2. Check gearbox pinion shaft for radial movement.



3. Check pinion shaft oil seal for leaks.
  4. Check gearbox fan shaft for radial movement.
  5. Check pinion and fan shaft bearings for smooth operations.
  6. Inspect oil line and fittings.
  7. Change gearbox oil annually or as required by the manufacturer and oil type. Obtain approval from CDDR if the oil will be changed a frequency other than annually.
  8. Check adjustment of dip stick or sight glass placard.
  9. Check gearbox for vibration by using non-destructive methods. Contractor to specify method as part of the service plan.
  10. Lubricate bearings. (N/A for seal bearings).
  11. Check for smooth and proper operations.
  12. Clean out any sludge.
  13. Rotate input shaft manually back and forth to check for backlash.
  14. Attempt to move the shaft radially to check for wear on the input pinion shaft bearing.
  15. Look for excessive play of the fan shaft bearings by applying a force up and down on the tip of fan blade. Note: Some output shafts have running clearance built into bearing.
  16. Inspect gearbox hold-down bolts for tightness.
- iv. Driveshaft Maintenance and Inspection:
1. Inspect rubber driveshaft bushings.
  2. Check driveshaft for vibration by using non-destructive methods. Contractor to specified method as part of the service plan.
  3. Check for smooth and proper operations.
  4. Check driveshaft alignment and correct if necessary.
- v. Motor Maintenance and Inspection:
1. Check for smooth and proper operations.
  2. Check shaft for radial movement.
  3. Lubricate bearings. (N/A for seal bearings).
  4. Check electrical motor for excessive heat and vibration.
    - a. Check motor for vibration by using non-destructive methods. Contractor to specify method as part of the service plan.
  5. Check hold-down bolts for tightness.
- vi. Power Transmission:
1. Check that the drive shaft and coupling guards are installed and that there are no signs of rubbing.
  2. Inspect the keys and set screws on the drive shaft, and check the connecting hardware for tightness. Tighten or install as required.
  3. Look for corrosion, wear, or missing elements on the drive shaft coupling.
  4. Examine the exterior of drive shaft for corrosion, and check the interior by tapping and listening for dead spots.
  5. Observe flexible connector of both ends of the shaft.

vii. Other Scheduled Maintenance items:

1. Check operations of unit for water leaks, noise or vibration.
2. Check and inspect hot water basin.
  - a. Note the condition of the redistribution system under the hot water system
3. Remove access panels and check Equipment.
4. Inspect condition of access doors and hinges.
5. Inspect condition of the cooling tower.
6. Inspect louvers for correct position and alignment, missing or defective items, and support.
7. Inspect casings and attaching hardware for leaks or defect. Check the integrity and secure attachment.
8. Inspect the distribution system.
  - a. Check water distribution leaks and other defects.
  - b. Check nozzles for clogging and proper distribution.
  - c. Adjust water level and flush out troughs if necessary.
  - d. Check piping, connections and brackets for looseness. Tighten loose connections and mounting brackets. Replace bolts and braces as required.
  - e. Observe spray pattern of nozzles if possible and note missing and defective nozzles.
  - f. Inspect flange connectors and gaskets, caulking of headers on counter-flow towers, deterioration in distribution basins, splashguards, and associated piping on cross-flow towers.
9. Check make-water assemblies for leakage.
10. Inspect stairways including handrails, knee rails, stringers, structure and fasteners for rot, corrosion, security and acid attack for cooling tower with stairways.
11. Check ladders to verify security and check all rungs for cooling tower with ladders.
12. Check the security, rot, and corrosion on walkway treads. Check treads, walkways and platforms for loose, broken, or missing Parts for cooling tower with walkway. Tighten as necessary.
13. Inspect and clean around cooling tower.
14. Check conductivity and pH electrodes.
15. Check floats and adjust as necessary.
16. Check cold water sump and strainer.
17. Inspect blowdown or drain valves. Clear all debris to ensure proper operation.
18. Examine the drain boards for damage and proper drainage.
19. Check chemical injector device.
20. Check for fouling, corrosion, degradation, or dirt/debris accumulation on sump and strainer, wet decks, fill, nozzles, and exterior louvers.
21. Check control system and devices for evidence of improper operation.
22. Check variable-frequency drive for proper operation.
23. Check for proper fluid flow
24. Check for proper damper operation.
25. De-energize, lock out, and tag electrical circuits.



26. Check drift eliminators and supports.
  27. Inspect tower fill for damage, breakage, deterioration, and misplaced, missing, or defective splash bars.
  28. Examine interior structural support.
  29. Inspect the nuts and bolts in partitions for tightness and corrosion.
  30. Check all sumps for debris, condition of screens, antiturbular plates and freely operating drain valves.
  31. Inspect key and key way in motor and drive shaft.
  32. Electrical Equipment:
    - a. Remove dust and/or scale from air intakes, and check for corrosion.
    - b. If there is a drain moisture plug installed, see if it is operational.
    - c. Look for corrosion and security of mounting bolts and attachments.
    - d. Check amps and volts at operating loads.
    - e. Check electrical wiring and connections; make appropriate adjustments.
    - f. Inspect fused disconnect switches, wiring, conduit, and electrical controls for loose connections, charred or broken insulation, or other defects.
  33. Fill out maintenance checklist and report deficiencies.
8. Equipment failure - If these units fail under normal operating conditions and it is determined by the CDDR that the failure of a component was due to Contractor's negligence to perform the required maintenance accurately, Contractor shall service or replace the Parts and/or components, as required, at Contractor's expense.
  9. Equipment changes - In the event a control system is altered, modified, changed, or if any Equipment is in need of replacement, Contractor shall provide a written explanation and estimate to the CDDR for approval prior to performing the recommended work. The work will be authorized when Contractor receives a purchase order.
  10. Status Of Equipment Notification Requirement:
    - a. Contractor shall notify the CDDR of any condition that impairs the continued safe use of the Equipment covered under the scope of this contract, including, but not limited to: conditions which may cause injury; conditions which may cause damage to Equipment; conditions which may be hazardous; and other abnormal conditions per manufacturer's and/or industry standards. Contractor shall notify the CDDR within thirty (30) minutes from taking out of service any Equipment.
    - b. Removal of unit from service: Removal of Equipment from service during peak hours shall be coordinated with and approved by City prior to removal. Removal of Equipment for service during off-peak hours is expected, but notification to and coordination with the City shall be provided within thirty (30) minutes from removing Equipment from service.
  11. Contract Service Logs: Contractor shall provide service logs.
    - a. The service and callback logs shall consist of, but are not limited to:
      - i. Service Provider number,
      - ii. Date and time call was placed,
      - iii. Date and time technician arrived,
      - iv. Description of maintenance,
      - v. Serial Number,
      - vi. Model,
      - vii. Location,
      - viii. If applicable, estimated cost for additional services,
      - ix. Description of any testing and inspection, etc.



12. Annual Meeting (Held in May every year) - Contractor shall meet with the CDDR. The scope of this meeting shall include, but not be limited to:
  - i. A review of the previous services and call backs.
  - ii. A review of maintenance, including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of Equipment from service;
  - iii. A review of any reported complaints; and
  - iv. A review of reports.
13. Removal of Parts (excluding used filters and replaced Parts): No Parts or components required for the performance of services on the Equipment or required for its operation may be removed from the site without written approval from City. This does not include renewal Parts stocked on the job by Contractor, but does include Parts and components that were installed with and are a part of the Equipment, and Parts delivered to the property and paid for by City, which shall remain City's sole property.
14. Spills and other failures: Contractor shall:
  - a. Be responsible for all clean-up costs and repairs due to any failure of Contractor's products, equipment, or services.
  - b. Collect and dispose of spill Material at no cost to City.

**4.11 GENERAL WORK REQUIREMENTS:**

1. Contractor shall furnish all labor, Equipment, Materials, and supplies required to comply with the solicitation.
2. Contractor shall perform all work in strict compliance with the requirements of the manufacturer's requirements, and all applicable federal, state, and local laws and regulations.
3. Contractor shall lay out the work using acceptable practices before starting any activities.
4. With regard to Other Services, time shall be based on actual time spent on the job site. Travel charges to the job site will NOT be allowed. Mileage and travel time to and from the job site is not reimbursable under this contract. Mileage and travel costs shall be included in the quoted prices. City shall not be responsible for trip charges and/or service charges related to Contractor delivering the wrong part. Contractor shall only invoice the City for the time spent on City's property and in accordance with Attachment B, Price Schedule.
5. Additional work on this contract can only be performed with prior City approval. The City, however reserves the right to solicit bids from other companies for Major Service calls.
6. Before ordering any Materials or performing any work, Contractor shall verify all requirements and shall be responsible for correctness of the same.
7. Parts and/or components and workmanship shall be those as recommended by the manufacturer of the Equipment, professional trade standards, and applicable codes and standards.
8. Contractor shall furnish to the CDDR, the manufacturer's recommended Materials, data, manuals, etc., for the Scheduled Maintenance of the cooling tower system. See 4.12 Submittals.
9. Contractor staff, including but not limited to, supervisor, service representatives and service technicians shall meet and follow all City security and other standards.
10. Contractor shall be responsible for the conduct and performance of Contractor's employees including any subcontractors.
11. City will provide necessary and reasonable means of access to the Equipment being serviced. Contractor shall be free to stop and start all primary Equipment incidental to the maintenance of the Equipment as necessary provided that arrangements in advance are mutually agreed upon by Contractor and the CDDR. Contractor shall



furnish a detailed estimate of downtime for all services. Extended periods of Equipment shutdown at any facility shall be coordinated through CDDR.

12. Contractor shall provide a digital picture for any failed part(s) and/or component(s) the replacement cost of which is over a \$500.00, aggregated cost, within 24 hours of service or as required by this specification/scope of work. The City may require Contractor to produce the failed part to CDDR for inspection.
13. Prices for all services shall reflect all associated costs including Materials and labor hours in accordance with Attachment B, Price Schedule.
14. Contractor's forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation of this contract, in whole or in part, at City's discretion.
15. The work in this solicitation shall be performed while the facilities are occupied or unoccupied; therefore, Contractor shall provide the services in a manner which does not impact or interfere with occupants daily responsibilities.

#### **4.12 SUBMITTALS:**

1. All submittals shall be provided in writing and/or electronic formats to the CDDR. All submittals shall be emailed directly to the CDDR.
2. Documentation required by Section 4.2 – Proof of Licensing and Capability, pertaining to manufacturers' certifications and other letters validating Contractor's and its technicians' qualifications. The documentation shall be submitted with the proposal response in accordance with Section 4.2.
3. Product and Material Data: Within ten (10) calendar days after notice to proceed or issuance of City Purchase Order for the Scheduled Maintenance of the solicitation, Contractor shall submit product and Material data for each type of product indicated or anticipated to be used under this solicitation to the CDDR. The product data shall include a manufacturer's printed statement of Volatile Organic Compounds content. For Other Services or other requirements, Contractors shall provide the Material data information within five (5) calendar days after notice to proceed or issuance of City Purchase Order.
4. Samples for Verification, if required, within ten (10) calendar days after notice to proceed or issuance of City Purchase Order.
5. Within fifteen (15) calendar days after contract award, Contractor shall provide an annual contract/project schedule for the period from the contract start date through September 30th to the CDDR for approval and coordination with CDDR. Contractor shall provide a new schedule by October 1<sup>st</sup> for the next fiscal year, which period begins October 1 and ends September 30. Contractor shall continue to provide schedules annually for the same period thereafter throughout the term of this contract and all renewal periods.
6. In addition to the Invoicing and Payment terms in Section 006 - General Terms and Conditions and Attachment L – Working with COSA – Keys to faster payments, all invoices must be submitted in duplicate- one copy to CDDR and original invoices to Accounts Payable.
  - a) Invoice must include Purchase Order number.
  - b) Invoices must be legible.
  - c) Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any).
  - d) All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice.
  - e) Payment by the City is deemed to be made on the date of mailing the check.
  - f) The following documentation shall be attached to each invoice to validate charges:
    - Proof of City Permit Fees Paid (if applicable)
    - Proof of final inspection
7. If corrections to the invoice are required to meet City's requirements, Contractor shall make the corrections within two (2) calendar days after e-mail notification from CDDR.



8. Contractor shall provide warranty documents to the CDDR within five (5) calendar days after completion of the work.
9. Contractor shall provide manufacturer maintenance procedures (O&M Manuals as applicable) to CDDR within five (5) calendar days after completion of the work.
10. Contractor shall provide installation procedures to CDDR within five (5) calendar days after notice to proceed or issuance of City Purchase Order.
11. Contractor shall provide a comprehensive written and/or computerized service report based on each system after testing, Scheduled Maintenance and Other Services are completed in each location. The report shall advise of all inspection problems or potential problems, and include the maintenance history of all components within each system. The maintenance report, including checklists and schedules, shall be submitted to the CDDR within seven (7) calendar days after completion of the work. The report shall include photos showing condition and Equipment information. Payment may be withheld on any unit if Scheduled Maintenance is not performed and/or report is not submitted as specified.
  - a. If the system does not pass a scheduled performance test, based on Equipment failure not associated with Contractor negligence, Contractor shall supply an itemized estimate cost for the corrective services to make the system functional at full load rating to the CDDR.
12. Contractor shall provide written safety and spill plans within fifteen (15) calendar days after award for the fiscal year. Contractor shall provide updated safety and spill plans by September 1<sup>st</sup> for the next fiscal year to CDDR, which period begins October 1 and ends September 30. Contractor shall continue to provide a safety and spill plan annually for the same period thereafter throughout the term of this contract and all renewal periods.
13. Contractor shall provide a written Quality Control Program within fifteen (15) calendar days after award for the fiscal year. Contractor shall provide an updated Quality Control Plan by September 1<sup>st</sup> for the next fiscal year to CDDR, which period begins October 1 and ends September 30. Contractor shall continue to provide updated Quality Control Programs annually for the same period thereafter throughout the term of this contract and all renewal periods.
14. Life Cycle Report: On an annual basis, Contractor shall provide an asset life cycle management program that conducts a full analysis of the current Equipment installation and prepares a modernization plan to improve the Equipment to modern safety, accessibility, performance, and aesthetics standards. The plan shall evaluate investment schedules and constraints to assist the CDDR with budgeting for the Equipment recommended. Contractor shall provide the first plan within sixty (60) days of contract award and September 1<sup>st</sup> of each year to CDDR. Contractor shall continue to provide Life Cycle Reports annually for the same period thereafter throughout the term of this contract and all renewal periods.
15. Contractor shall provide digital photos of failed Parts within twenty four (24) hours of the service to the CDDR or as required by the specification/scope of work.
16. Contractor shall provide notification of deficiency and/or impairment of Equipment in writing within twenty four (24) hours of the service to the CDDR.
17. Contractor shall provide a list of key staff and point of contact information within fifteen (15) calendar days after award to include the required certifications and licenses for key staff to the CDDR. Contractor shall provide a list of key staff by October 1<sup>st</sup> for the next fiscal year, which period begins October 1 and ends September 30. Contractor shall continue to provide a list of key staff annually for the same period thereafter throughout the term of this contract and all renewal periods.
  - a. Contractor shall update the CDDR within five (5) calendar days of any revisions to the key staff and provide the required certifications and licenses for any new key staff.
18. Contractor shall provide test reports within ten (10) calendar days after completing the services to the CDDR.
19. Contractor shall provide inspection reports within ten (10) calendar days after completing the services to the CDDR.



20. Contractor shall provide a service log that includes each location for the previous year by Oct 1 for the previous year to the CDDR. Contractor shall continue to provide a service log annually for the same period thereafter throughout the term of this contract and all renewal periods.
21. Service Plan: Contractor shall provide a written service plan within fifteen (15) calendar days after contract award. The plan shall include a checklist of maintenance items, the source requiring the maintenance item, description of the item, frequency, time requirement, etc. Contractor shall provide a Scheduled Maintenance service plan by October 1<sup>st</sup> for the next fiscal year, which period begins October 1 and ends September 30. Contractor shall continue to provide Scheduled Maintenance service plans annually for the same period thereafter throughout the term of this contract and all renewal periods.
22. Contractor shall provide results of all samples taken to the CDDR within three (3) weeks.

#### **4.13 WORK HOURS:**

1. Normal Working Hours: Normal Working Hours are defined as Monday – Friday, 8:00 AM to 5:00 PM, exclusive of City recognized Holidays.
2. Overtime Work Hours: Overtime Work Hours are defined as Monday through Friday 5:01 p.m. to 7:59 a.m., all day on weekends and on City recognized holidays.
3. All work shall be coordinated with the respective CDDR or designee to ensure building access and the least amount of disruption to the building occupants at all locations.
4. All scheduled work required by this solicitation shall be scheduled during the weekends.
5. Municipal Plaza Building: Unless otherwise approved by CDDR, no work will be performed at the Municipal Plaza Building on Wednesdays or Thursdays. Any work that will cause a disruption in service shall be performed on weekends.

#### **4.14 BUILDING RESTRICTIONS:**

1. ACCESS: Contractor shall make prior arrangements with the CDDR for access to the building(s) to perform the services and obtain temporary access badges, if necessary.
2. IDENTIFICATION. Contractor's and/or subcontractors' personnel shall present a professional appearance and be readily identifiable to City staff when called out, to perform work under this contract. Contractor shall have the following:
  - a. Vehicle(s) with Contractor's Logo
  - b. Contractor Uniforms or Company Logo Apparel. Contractor's personnel shall present a neat appearance and be easily recognizable as a Contractor employee. This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges which contain the company's name and employee's name. Contractor's uniforms shall be clean, unstained, well-fitting, and in good order. Shoes shall be sturdy construction and shall cover the foot to meet any required sanitation and safety requirements. Open-toed shoes, sneakers, sandals, and heels higher than two inches shall not be worn.
  - c. ID Badges. Contractor's employees and subcontractors performing work under this contract shall wear ID Badges at all times while performing work under this contract. Badge content must be approved by City. As a minimum, badges shall contain name of Contractor, the technician and name of Contractor performing the work (if different).
3. PARKING: Contractor shall make arrangements with the CDDR prior to off-loading tools and equipment at the job site. Contractor shall park only in spaces assigned by the CDDR.
4. Contractor shall park only in designated parking spaces when performing services at any location. Contractor shall park vehicle and equipment legally and pay all associated costs for parking, if applicable. The City will not be responsible for any violations, fines, or tickets incurred by Contractor.



5. RESTROOMS: Restrooms shall not be used for washing of tools and equipment.
6. SECURITY: Contractor shall provide a list of all Contractor personnel or subcontractors at each job site and comply with all security measures required by the City. Contractor personnel shall follow all required security standards and procedures to gain access to the facilities.

**7. Criminal Background Checks**

(a) 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 7 years for either a felony or a crime of moral turpitude.

(b) 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.

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

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

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

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

(f) Security Addendum for Criminal Justice Information Services (CJIS). Contractor will be required to provide services to City departments that perform criminal justice services. Criminal Justice Agencies, such as the San Antonio Police Department, are required to comply with the security requirements managed by the Federal Bureau of Investigations (FBI) and state agencies, such as the Texas Department of Public Safety. The federal Criminal Justice Information Services Security Policy (Policy) applies to every individual, Contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Contractor shall comply with the Policy and shall execute the CJIS Security Addendum attached to this agreement. Contractor's employees or agents who are subject to the Policy will be required to sign a Contractor Employee Certification and be finger printed. All costs associated with compliance with the CJIS Policy shall be borne by Contractor. Contractor shall comply with any changes made to the security requirements by law. Refer to Attachment J – CJIS Addendum.

(g) For access to CJIS governed facilities, Contractor is advised that on-line CJIS training for Level 1 access to CJIS governed facilities is available. The training must be scheduled through SAPD. The ID unit at SAPD must be contacted regarding the fingerprint application process, so that the background check can be performed prior to attending the training to determine whether the individual passes or fails the background check. Costs of training,



time spent in training, fingerprinting, background checks and time spent in training shall be borne solely by Contractor.

#### **4.15 WARRANTY:**

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

#### **4.16 UNSATISFACTORY PERFORMANCE:**

1. Unsatisfactory performance may result in a negative Contractor performance report. City may consider the following performance by the Contractor as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:
2. "Call Back" to correct the previous services.
3. Contractor personnel assigned does not have the skill or knowledge to diagnose the problem or perform the required services.
4. Contractor does not provide submittals as required by the solicitation.
5. Contractor does not complete the work as required by the solicitation.
6. Contractor does not provide invoice as required by the solicitation.
7. Contractor does not meet the project schedule as required by the solicitation.
8. Contractor does not meet performance requirements as required by the solicitation.
9. Contractor does not meet contract and City Department meeting requirements as required by the solicitation.
10. Contractor does not meet documentation requirements as required by the solicitation.



11. Parts, maintenance procedures, and workmanship provided by Contractor shall be those as recommended by the manufacturer of the Equipment, and professional trade standards. Failure of Contractor to produce quality service under the terms established in this specification/scope of work may result in the termination of the contract by City.
12. Contractor does not have an effective and efficient Quality Control Program as required by the solicitation.

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

1. Materials shall be delivered to the job site by Contractor and the quantity shall be sufficient to provide services.
2. Materials shall be protected from the environment.
3. Due to the size of mechanical rooms, Contractor shall not store Materials, Parts and/or components without written authorization from CDDR.

**4.18 QUALITY CONTROL PROGRAM:**

1. Only trained and certified Contractor technicians shall be used to provide services.
2. Only products shipped directly from manufacturer or an approved distributor shall be used for this contract.
3. Contractor shall ensure that quality standards are met during and after all services.
4. All services shall meet codes and manufactures standards.
5. Contractor is responsible for quality services and quality control procedures.
6. Contractor shall provide a report that shows requirements were met.
7. The program shall meet ISO 9001 and/or similar standards.

**4.19 SERVICES AND RESPONSE TIME:**

Contractor shall maintain the services of a professionally staffed telephone answering system so that immediate and continuous contact on a 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.

Contractor shall provide a point of contact (name and phone number) to be available 24/7 including week, weekend, and holidays.

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

Parts and/or components for Other Services shall be at Contractor's cost plus markup per price schedule. Contractor shall provide copies of receipts for all Parts and supplies to the CDDR with the service invoice.

1. **SCHEDULED MAINTENANCE SERVICE:** Contractor shall perform the Scheduled Maintenance on the scheduled date. If unforeseen conditions arise, (example bad weather during the scheduled date) on the initial proposed scheduled date, Contractor shall notify CDDR via email or phone call. The rescheduled service shall be performed within fourteen (14) calendar days of the original Scheduled Maintenance date.
2. **EMERGENCY SERVICE:**
  - a. Contractor shall call back the CDDR within fifteen (15) minutes of receipt of phone call or email from CDDR.



- b. Contractor technician shall respond on site within one (1) hour of Contractor's receiving the notification during both Normal Working Hours and Overtime Hours.
- c. **If an inspection reveals a problem exists in the Equipment, which is attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, the total cost of the Emergency Service visit, including Parts and labor, shall be borne by Contractor, and no additional charge will be authorized by the City. If the problem is not attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, then Contractor shall invoice the City based on labor rates and Parts upcharge per Attachment B, Price Schedule.**
- 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. Contractor shall not begin any work unless specifically requested by the CDDR in writing by issuance of a purchase order or by an email from CDDR. After a request by email, a purchase order will be provided by CDDR within seven (7) business days after receipt of proposal. Contractor shall provide a quotation of the work to be performed with an estimated cost for service calls within one (1) business day for Emergency Service calls. This work shall be billed in accordance with labor and Parts charges listed on the Price Schedule. The City will not pay for any unauthorized Parts or labor charges. Contractor shall submit invoices for Emergency Service work with the City's purchase order number reflected on the invoice.
- f. Some emergencies are of such a nature that it is impossible to wait for issuance of a purchase order or creation of an estimate. The CDDR will determine which situations fall under these circumstances and Contractor shall provide the services needed as directed.
- g. Equipment Parts and/or components shall be charged at cost plus markup per the price schedule. Contractor shall provide copies of receipts for all Parts and supplies to the CDDR with the service invoice.
- h. The work shall be completed the same day of the notification, but not to exceed twenty four (24) hours from the time of arrival to the site. If work cannot be completed during the same day of the notification due to unavailability of Materials, Contractor shall get the system operational using temporary methods if possible. The contract shall order Materials within four (4) hours and shall receive Materials within twenty four (24) hours of the initial notification. The Equipment shall be back to normal operations within forty eight (48) hours of the initial notification. If these requirements cannot be met, Contractor shall provide documentation to the CDDR for evaluation and a final completion date. The information shall be provided within two (2) hours from the time of arrival to the site.

### 3. URGENT SERVICES:

- a. Contractor shall call back the CDDR within fifteen (15) minutes of receipt of phone call or email from CDDR.
- b. Contractor technician shall respond on site within two (2) hours of Contractor's receiving the notification during both Normal Working Hours and Overtime Hours.
- 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/or components and labor, shall be borne by Contractor, and no additional charge will be authorized by the City. If the problem is not attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, then Contractor shall invoice the City based on labor rates and Parts upcharge per Attachment B, Price Schedule.**
- d. The work shall be completed the same day of the notification. If work cannot be completed during the same day of the notification due to unavailability of Materials, the work shall be completed, within seven (7) calendar days of receipt of notification. All requirements shall be identified within twenty four (24) hours of the notification. Material requirements shall be processed and ordered within twenty four (24) hours of receipt of notification. Contractor shall receive Materials within three (3) days of receipt of notification. If these requirements cannot be met, Contractor shall provide documentation to the CDDR for evaluation and a final completion date. All work shall be completed within seven (7) calendar days after



notification. If these requirements cannot be met, Contractor shall provide documentation to the CDDR for evaluation and a final completion date.

- e. Contractor shall not begin any work unless specifically requested by the CDDR in writing by issuance of a purchase order or by an email from the CDDR. After a request by email, a purchase order will be provided by CDDR within seven (7) working days. Contractor shall provide a quotation of the work to be performed with an estimated cost for repair within twenty four (24) hours of the request.
- f. Equipment Parts and/or components shall be charged at cost plus markup per the price schedule. Contractor shall provide copies of receipts for all Parts and supplies to the CDDR with the service invoice.

#### 4. ROUTINE SERVICE:

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

- 5. **CALL BACKS AND RESPONSE TIME:** Call backs are returns for inspections or service for an incident that City previously requested, and for which Contractor previously reported having completed the services. Call back service is included at no additional cost to City. Call back response time shall be in accordance with an Emergency Service call.

#### 4.20 OUT OF SERVICE CREDITS:

- 1. Whenever any Equipment or related components are inoperable or malfunctioning for extended periods, substantial and intangible harm may accrue to the City, its citizens and patrons. Therefore, it is imperative that Contractor respond to City's requests for service in a timely manner and complete all Scheduled Maintenance and Other Services repairs within the time periods provided.
- 2. The City may invoke Service Credits if Contractor fails to return a call for service within the 15 minute response period, or fails to respond on site to a request for service within four (4) hours for routine calls, two (2) hours for urgent calls, or one (1) hour for an Emergency Call. The applicable respective four-hour (4), two-hour (2) or one-hour (1) period starts when Contractor receives notification from the CDDR via a service call. Contractor shall be deemed to have received the service call or email at the time it is sent by City.



3. City may also invoke Service Credits if Contractor fails to: (a) complete rescheduled Maintenance Service within fourteen (14) calendar days of the originally scheduled maintenance date; (b) provide a quotation of the work to be performed with an estimated cost for repair within twenty four (24) hours of the request, or, in the case of Emergency Requests, within the same business day; (c) complete Routine Service requests within fifteen (15) calendar days after receipt of City's purchase order, if work cannot be completed during the same day of notification due to unavailability of Materials; (d) complete Urgent Service requests within seven (7) calendar days after receipt of City's purchase order or notice to proceed by email if work cannot be completed during the same day of notification due to unavailability of Materials; and (e) complete Emergency Service requests within twenty-four (24) hours after receipt of City's purchase order or notice to proceed by email if work cannot be completed during the same day of notification due to unavailability of Materials.
  - a. Scheduled service work that is not completed and results in an inoperable system is not cause for a waiver of the Service Credit.
4. The City may, at its discretion, instruct Contractor to perform this work at another specified time, in which case the service credit will not be invoked. The service credit does not apply to Force Majeure conditions, or when units are taken out of service to accomplish pre-planned, City approved activities.
5. The Service Credit is \$50.00 per hour or fraction of an hour, for each failure to meet a required response time, failure to provide a quotation of the work to be performed within the required period, and for each failure to complete repairs within the required period, and continues to accrue until such time as Contractor responds, provides the quotation, or completes the repair, as applicable. Acceptable operation of Equipment must be verified by the CDDR for repairs to be considered completed.
6. The Service Credit is not invoked in those instances where inoperable systems are a result of an accident caused by others and not due to Contractor's error, lack of Scheduled Maintenance, negligence, or failure to meet the response times indicated herein. Contractor is responsible for ensuring that the CDDR is made aware of these situations within thirty (30) minutes of arrival.
7. The Service Credits apply to Equipment and related components separately; therefore, simultaneous breakdowns of several units may invoke multiple Service Credits. However, Service Credits shall not be applied in such a manner that would result in Contractor paying double or multiple credits for one item of Equipment that is inoperable.
8. The CDDR shall be the final authority on whether or not a service credit is invoked. When a service credit has been invoked, Contractor shall calculate such service credit and Contractor shall include the deduction on the next invoice. If the amount of the Service Credit exceeds the amount of the invoice, Contractor must continue to apply the service credit to subsequent invoices until the full amount has been applied. If the contract is at the end of its term, Contractor shall pay City any balance due in Service Credits within thirty (30) calendar days of the contract's expiration or termination. City's failure to invoke Service Credits at any point in time shall not be deemed a waiver. Continual failures by Contractor to expedite work to correct malfunctions is cause for termination of the contract and use of performance bond monies, among other things, may be utilized to perform required services.
9. The Parties agree that these Service Credits are liquidated damages, and not a penalty.

#### **4.21 SPECIAL CONDITIONS:**

1. Contractor will not be responsible to install additional Equipment that may be required or recommended by insurance companies, governmental agencies, or others.
2. If at any time, after the date of the proposal, Contractor reduces the comparable price of any article or service covered by this contract to customers other than City, the price to City for articles or services shall be reduced proportionately. Such reductions shall be effective at the same time and in the same manner as the reduction in price to customers other than the City. In addition to invoicing at the reduced prices, Contractor shall furnish promptly to City complete information as to such reductions.
3. City reserves the right to make, or cause to be made, inspections and tests whenever it deems advisable or necessary to ascertain that the requirements of this specification/scope of work are being fulfilled. Contractor agrees to furnish personnel to accompany City and/or its representatives during such inspections at no cost to the



City. Deficiencies noted shall be submitted in writing to Contractor. Contractor shall, promptly (within ten (10) calendar days, unless otherwise agreed), correct deficiencies covered under the terms of this specification/scope of work at Contractor's expense.

4. Should Contractor require remote monitoring of the Equipment to facilitate its maintenance program, Contractor must first receive approval in writing from CDDR; all related installation and maintenance costs shall be at Contractor's expense.
5. Contractor shall pay for all state and/or local inspection fees with regard to operation of Equipment covered by this specification/scope of work.
6. The City may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from the City. Contractor agrees:
  - a. To treat, and to obligate Contractor's employees, subcontractors and suppliers to treat as confidential all such information whether or not identified by the City as confidential.
  - b. Not to disclose any such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of the City to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining the City's written approval, except to the extent necessary in connection with performing Services or when required by law.
7. Contractor shall not, in the course of performance of this specification/scope of work, or thereafter, use or permit the use of the City name or the name of any affiliate of the City, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other Materials prepared by or on behalf of Contractor without the prior written approval of the City, as applicable.
8. Contractor shall complete any required Scheduled Maintenance, service calls, repair and/or replacement of all defective Parts prior to the end of the contract period. In the event this is not accomplished prior to completion of contract, the City reserves the right to procure the service elsewhere and charge Contractor for the difference in cost of such services. Contractor shall pay the said sum within twenty (20) calendar days of receipt of the City's notice. This provision shall survive termination of this agreement.
9. Electrical Component, Devices, and Accessories: All components, devices, and accessories shall be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to the Authority Having Jurisdiction (AHJ) and marked for intended use. All electrical work shall be performed by an electrical Contractor licensed in the State of Texas. If repairs are needed that require the work of a licensed electrical Contractor, Contractor will provide City with an estimate of the cost, including the cost of the licensed electrician. City shall have the option to allow Contractor to proceed with the work or may procure the electrical services separately.
10. Plumbing Component, Devices, and Accessories: All components, devices, and accessories shall be listed and labeled as defined in the International Plumbing Code, by a testing agency acceptable to the AHJ and marked for intended use. All plumbing work shall be performed by plumbing Contractor licensed in the State of Texas. If repairs are needed that require the work of a licensed plumbing Contractor, Contractor will provide City with an estimate of the cost, including the cost of the licensed plumber. City shall have the option to allow Contractor to proceed with the work or may procure the plumbing services separately.
11. Contractor shall solve problems:
  - a. To solve any specific problem, and at the request of the CDDR, Contractor shall provide analysis reports. Analysis reports shall be submitted, within ten (10) days from the date of collection, to the CDDR.
  - b. Research, Laboratory Back-Up and Problem Solving - Contractor shall have an in-house laboratory or access to a contract laboratory capable of assisting in solutions of problems that may cause loss of efficiency or Equipment damage.
  - c. All lab costs for problem-solving and/or any other required analysis, as may be requested by the CDDR, shall be at Contractor's expense as included in the prices stated in Attachment B, Price Schedule. This includes any research or lab costs, whether at Contractor's in-house lab or at a lab outside Contractor's facility.



## 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 December 31, 2020.

### Renewals.

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

### Temporary Short Term Extensions.

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

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

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

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

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

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

### 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, and 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.

#### Price Escalation

There shall be no escalation of price for maintenance or hourly rates for service calls during the first two years of the contract. Beginning with the third year from the effective date of the Contract, pricing for maintenance and hourly rates for service calls may be modified annually in accordance with the CPI Index as stated below.

#### Consumer Price Index (CPI).

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

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

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

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

Date for Price Adjustment. Prices shall be adjusted annually (the "Price Adjustment Date") on the anniversary of the effective date of the contract, beginning with year 3 of the contract.

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

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

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

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

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

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

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

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

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



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

Insurance

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



### Bid Bonds.

Contractor must submit a bid bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$1,000.00. The Bid Bond shall be valid for 120 days following the deadline for submission of bids. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If 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 Bid Bond will be disqualified.

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

### Payment Bond.

Contractor shall provide a payment bond 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 in the amount of \$100,000.00. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract. Contractor is required to maintain the bond's value at \$100,000.00 for the life of the contract, by supplementing the bond or providing a new one, as may be required, in the event of a draw. In addition, for any repairs exceeding the bond's value, Contractor must supply a supplemental Payment Bond, meeting the same requirements herein, to cover the incremental increase between this bond's value and the cost of the repair.

### Performance Bond.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the amount of \$100,000.00. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract. Contractor is required to maintain the bond's value at \$100,000.00 for the life of the contract, by supplementing the bond or providing a new one, as may be required, in the event of a draw. In addition, for any repairs exceeding the bond's value, Contractor must supply a supplemental Performance Bond, meeting the same requirements herein, to cover the incremental increase between this bond's value and the cost of the repair.

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

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

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



## Workers' Compensation.

### Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

#### Incorporation of Attachments.

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

Attachment A – Part One – General Information

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

Attachment A – Part Three – Proposed Plan

Attachment B – Price Schedule Revision I Dated October 11, 2018

Attachment C – Contracts Disclosure Form

Attachment D – Litigation Disclosure Form

Attachment E – Small Business Economic Development Advocacy (SBEDA) Program Form(s)

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

Attachment G – Certificate of Interested Parties (Form 1295)

Attachment H – Prevailing Wages

Attachment I – Equipment List

Attachment J – Criminal Justice Information Services (CJIS) Addendum

Attachment K – Site Visit Schedule

Attachment L – Working with COSA – Keys to Faster Payments

Attachment M – Proposal Checklist

Attachment N - Small Business Economic Development Advocacy (SBEDA) Program presentation

Attachment O – Pre-Submittal Conference Sign-in Sheets



## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

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

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

### Invoicing and Payment.

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

### Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable



stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

#### Payment by City.

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

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

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

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

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

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

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

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

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

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

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

#### Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters



in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

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

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

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

### INDEMNIFICATION.

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

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

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

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

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



### Records Retention.

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

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

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

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

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

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

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

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

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



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

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

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

Prohibition on Contracts with Companies Boycotting Israel.

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

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

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

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

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

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

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

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

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



007 - SIGNATURE PAGE

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

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

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

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

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

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

Respondent Information

Please Print or Type

Vendor ID No.

Signer's Name

Name of Business

Street Address

City, State, Zip Code

Email Address

Telephone No.

Fax No.

City's Solicitation No.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



## 008 - STANDARD DEFINITIONS

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: \_\_\_\_\_

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

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

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

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

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

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

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



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

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

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

List Related Companies:

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

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

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

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

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

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

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

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

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

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

Yes \_\_\_ No \_\_\_ If "Yes", list authorizations/licenses.

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

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

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

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

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

Years \_\_\_\_\_ Months \_\_\_\_\_

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

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

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



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

Years \_\_\_\_\_ Months \_\_\_\_\_

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

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

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

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

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

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

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

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

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**11. Previous Contracts:**

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

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

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

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

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

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

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## REFERENCES

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

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



## RFCSP ATTACHMENT A, PART TWO

### EXPERIENCE, BACKGROUND, QUALIFICATIONS

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed and provide summary of equipment that were maintained by the vendor.
2. For evaluation purposes, Contractor shall submit a list of service contracts within the last ten (10) years, and list any names under which the organization has performed business within the last five (5) years.
  - a. **The Contractor shall provide with bid response a list of at least three (3) references** for which equipment services of the same type and to the same degree was provided within the last three (3) years. References should include the company name, point of contact, phone number, description of services provided, date of service, and size of facility. Respondents shall submit, upon request of the City of San Antonio, for evaluation purposes, a resume of experience of the assigned foreman and service personnel. Contractor shall provide a list of other name(s) under which organization has done business within the last five (5) years.
3. Describe Respondent's specific experience with public entities, and large municipalities with contracts of similar scope. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past. Provide detailed information of joint venture's and/or sub-contractors responsibility within the contract.
6. Provide Respondent's technician's factory trained certifications for Scheduled Maintenance service and Other Services as required by the specification/scope of work.
7. Contractor's technicians shall have at least ten (10) years of experience cleaning cooling towers. Contractor shall supply documentation to confirm this amount of actual experience.
8. Provide documentation that at least one technician meets the journeyman license requirement for the State of Texas.
9. Provide documentation certifying technicians are OSHA work environment certifications, and chemical usage safety training.
10. Fully describe Respondent's company and experience as it relates to the following:
  - a) History of company (to include number of years/months in business);
  - b) History of company operations and types of services performed over the past ten (10) years;
  - c) List any names under which the organization has performed business with the last five (5) years.
  - d) History of cooling towers cleaning, inspections, Scheduled Maintenance and Other Services contracts, businesses/organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
11. Provide Respondent's Federal Insecticide, Fungicide, and Rodenticide ACT (FIFRA) and the State of Texas certification.



12. Provide Respondent's technicians' North American Technician Excellence, HVAC Excellence, National Occupational Competency Testing Institute, or the Refrigeration Service Engineers Society certification and/or other organization certification. Also provide technicians' State of Texas certification.
13. Provide Respondent's technicians certification to work with chemicals used in this solicitation.
14. Provide Respondent's manufacturers equipment certification as an authorized service provider.
15. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
16. Additional Information: Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
17. Plumbing and electrical staff are certified as journeyman by the State of Texas.
18. Provide Respondent's quality program standards.
19. Provide Respondent's continuing education program.



## RFCSP ATTACHMENT A, PART THREE

Prepare and submit the following items.

**Cooling Tower Maintenance, Inspections, and Other Plans** – Prepare and submit narrative responses to address the following items.

1. **Ramp Up Plan (Mobilization Plan)** – Describe how Respondent will ramp up to meet Building Equipment Services Department cooling towers Scheduled Maintenance, inspection and Other Services requirements and implement contract upon award. Provide information such as staffing, availability of equipment, chemicals, parts, and Other Services, and customer service. Provide an implementation timeline beginning upon notice of award for Respondent to be able to mobilize.
  - a. Describe the steps or actions the vendor will take to become familiar with the equipment, at the different locations.
  - b. Explain how Respondent is planning to develop the required plans.

2. **Staffing and Organization Plan (Who is going to be part of the Contract)** – Describe Respondent's Staffing Plan to provide the required services by the specification/scope of work for cooling towers listed in the solicitation.

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

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

The Staffing and Organization Plan shall address these items:

Provide the number of personnel that is proposed for this contract.

- a. Explain Respondent's staff roles and responsibilities that will be assigned as part of this contract.

Describe Respondent's current capacity to serve the contractual duties of this contract and other contracts as well as the additional capacity that may be required as a result of this annual contract. If additional resources and staff are needed, describe in detail your plan for acquiring these resources.

- a. Describe Respondent's current equipment/materials and resources to perform scope of services.
- b. Quantify and/or list the available equipment/materials and resources to perform scope of services.
- c. Explain how the Respondent is planning to meet the Other Services work as required by the specification/scope of work.
  - i. Describe Respondent's response plan for Emergency, Urgent and Routine service calls. Indicate how Respondent will meet the required minimum response time for each service call. Include information on how Respondent meets (or will meet) the requirement to (establish) maintain an office that allows the required response.
  - ii. Explain how Respondent is planning to meet multiple service calls and continue with the Scheduled Maintenance requirements.
  - iii. Explain how the Respondent is planning to have sufficient tools and/or materials so these items are not a limiting factor in meeting multiple service calls.
- d. If additional resources are needed, describe in detail your plan for acquiring these resources.



- i. Explain how additional equipment/material and resources that are readily available to perform required services may be obtained.

Explain how the Respondent is planning to meet technician certification requirements for all services.

Describe process for performing Criminal Background Checks on all employees and retention procedure for maintaining background checks.

Describe Respondent's plan for providing service during regular business-hours and after-hours, weekends, and holidays as requested. Provide point of contact information.

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

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

Provide an example of your organization plan and the staff that will provide the different services under this contract.

- a. Organizational charts
- b. Technical level and certification for the staff in the organization charts.
- c. Services to be provided by the staff in the organization chart.
- d. Proposed team members and associated roles/responsibilities that will be assigned to the contract.

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

- a. Describe Respondent's plan to meet Scheduled Maintenance and Other Services of the cooling towers throughout the term of the contract as required by the specification/scope of work. Identify tasks and schedule. Provide written procedures of all maintenance tasks to be performed.
- b. Respondent shall include a copy of the proposed Scheduled Maintenance and proposed schedule for BESD cooling towers.
- c. Respondent shall include a copy of the service report for BESD cooling towers.
- d. Respondent shall include a copy of the service log for BESD cooling towers.
- e. Indicate how Respondent distinguishes minor services from major services.
- f. Explain Respondent's plan to develop Schedule Maintenance Plan.
  - 1) Identified the standards that shall be used for Plan.
  - 2) Explain how the Respondent is planning to develop cooling towers Scheduled Maintenance plan, the documents that will be used to develop plan and the required checklists or maintenance action sheets.
- g. Explain how the Respondent is planning to provide documentation of all services required by the specification/scope of work.
  - 1) Provide example of service plan, service reports, service log, life cycle report and other documentation.
- h. Explain how the Respondent is planning to develop Life Cycle Report. Explain how the Respondent is planning to use service call information and the results from the Scheduled Maintenance to support the information in the Life Cycle Report.



- i. Explain how the Respondent is planning to meet warranty requirements.
- j. Explain how the Respondent is planning to meet Maintenance documentation requirements.
- k. Explain how the Respondent is planning to get technical support for services that would require support from manufacturer or other organization.

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

- a. Explain how the Respondent is planning to address City Staff performance issues when City Staff has concerns on Contractor employees' performance.
- b. Explain how the Respondent is planning plan to use industry standards to meet quality requirements.
- c. Explain how the Respondent is planning to provide quality documentation that meets the specification/scope of work requirements.
- d. Explain how the Respondent is planning to provide accurate and timely invoices.
- e. Explain how the Respondent is planning to use service calls, equipment information and call backs to improve Equipment usable life, energy and water conservations, efficiency, operation effectiveness, reliability; staffing; schedule maintenance plan, etc..
- f. Explain how the Respondent is planning to perform quality and safety inspections.
- g. Explain how Respondent is planning to address erroneous troubleshooting and service recommendation.

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

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

- a. Explain how the Respondent is planning to work with the City Staff to meet the scope of work requirements.
- b. Explain how the Respondent's different organization levels are going to work with the City Staff to meet the scope of work requirements.
- c. Explain how the Respondent is planning to provide submittals, invoices, and other documents.

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

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

**Service Request Information:**

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



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

6. **Safety and Spill Plan** – Describe how Respondent will implement a Safety and Spill Plan for the contract, including plan to address work hazard assessment and employee injuries and accidents.
7. **Training Plan** – Describe Respondent's training and instruction programs that Respondent will provide to its employees assigned to perform this contract to keep employees' skills current. Describe how continuing education/training will be provided especially as relevant to the various makers and models of Equipment in the facilities inventory. What does training program consist of? List names of classes and frequency of training.
8. **Environmental Standards/Practices** – Describe how Respondent will utilize environmentally friendly (green) chemicals, products and practices. Provide a listing of environmentally friendly (green) chemicals and service products/options that will be suggested to City Staff for Scheduled Maintenance, Other Services and repair services.
9. **Tools and Parts** – Describe Respondent's ability to obtain and maintain any necessary proprietary tools and chemicals necessary to perform the cleaning and inspection requirements of the scope of services. Provide an inventory of short-term and long-term delivery items.
10. **Warranty** – Describe Respondent and manufacturer warranty programs for parts and services required for Respondent to perform the scope of services for this contract.
11. **Life Cycle Management Program and Report** – Describe Respondent's ability to provide a life cycle management program and reports that conducts a full analysis of the current Equipment installation and prepares a modernization plan to raise the Equipment to modern safety, accessibility, performance, and aesthetics standards.
12. **Invoicing Plan** – Provide an example of an invoice, displaying the invoices information requirements per Section 004 – Specifications / Scope of Service – 4.12 – Submittals.
13. **Additional Information** – Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.



**ATTACHMENT B - Price Schedule – Revision I Dated October 11, 2018**

RFCSP 18-094, RFx: 6100010456

Respondent's proposal must be based on the proposed contract term, including renewal periods, stated in this RFCSP. Proposing a different term of contract, or renewal terms may lead to disqualification of Respondent's proposal from consideration.

As such, Respondent must provide pricing in the manner set forth in the RFCSP's Price Schedule. Failure to do so may lead to disqualification of Respondent's proposal from consideration.

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

Item #	Location	Estimated Hours to Perform Annual Maintenance Service (for 2 towers)	Total Annual Cost to Perform Annual Maintenance Service (for 2 towers)
1A	<b>Municipal Plaza</b> (2 towers at this location)		\$
1B	<b>Municipal Courts - Frank D. Wing</b> (2 towers at this location)		\$
1C	<b>Public Safety Headquarters - PSHQ</b> (2 towers at this location)		\$
1D	<b>International Building</b> (2 towers at this location)		\$

Item #	Description - Additional Equipment added during term of Contract Pricing is "per tower"	Estimated Hours to Perform Annual Maintenance Service (per tower)	Total Annual Cost to Perform Annual Maintenance Service (per tower)
2A	50 tons and under		\$
2B	Over 50 to 500 tons		\$
2C	Over 500 to 1,000 tons		\$

Item #	Hourly Rates for Other Services/Repairs	Estimated Hours per Year	Cost per Hour
3A	<b>Mechanic - Normal Hourly Rate</b>	30	\$
3B	<b>Helper - Normal Hourly Rate</b>	30	\$
3C	<b>Mechanic - Overtime Hourly Rates</b>	60	\$
3D	<b>Helper - Overtime Hourly Rates</b>	60	\$

Item #	Equipment Parts for Other Services/Repairs	Percentage Markup
4A	<b>Parts Markup - Percentage over Contractor's Cost</b>	%

Payment Terms: Prompt Pay Discount \_\_\_\_\_% \_\_\_\_\_ days. (If no discount offered, Net 30 days will apply.)



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

Contracts Disclosure Form may be downloaded at:

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

Instructions for completing the Contracts Disclosure form are listed below:

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



**ATTACHMENT D**

**LITIGATION DISCLOSURE FORM**

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

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

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

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

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

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

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

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



## ATTACHMENT E

### SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S)

#### A. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development Department (EDD) website page and is also available in hard copy format upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

#### B. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives (API) to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are necessary to attain satisfactory performance under this Agreement:

**Please note** that failure to meet the subcontracting API requirements (when applicable) will deem the response non-responsive. To be SBEDA eligible a Prime or Subcontractor must be certified as a Small Business Enterprise (SBE) through the South Central Texas Regional Certification Agency AND must be headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area. The guidelines and steps to be certified by SCTRCA are available at: <https://sctrca.org/get-certified/>.

**SBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 7. (a), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, RESPONDENT affirms that if it is presently certified as an SBE (see *Small Business Enterprise* definition), RESPONDENT agrees not to subcontract more than 49% of the contract value to a non-SBE firm.

#### C. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

**Waiver Request** - A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Subcontracting Goal- Waiver Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Waiver request must fully document Subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which Subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.** More information on the good faith effort criteria is available within the Subcontracting Goal – Waiver Request Evaluation Criteria at <http://www.sanantonio.gov/SBO/Forms.aspx>.

**Exception Request** - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at



<http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

#### D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its subcontractors

or suppliers;

3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.



7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone Subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to proceed for this project until the CONTRACTOR for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. CITY recommends all Subcontractors to be registered in the CVR.

For more information please see link: <http://www.sanantonio.gov/SBO/Compliance>

#### E. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).



#### F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR 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 the company retaliate against any person for reporting instances of such discrimination. The company 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. The company 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 the company 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. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

#### G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

#### H. Definitions

**Affirmative Procurement Initiatives (API)** – Refers to various S/M/WBE Program tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE Program tools, see Section III.D of Attachment A to the SBEDA Ordinance). To be eligible for the benefits of race- and gender-conscious APIs as provided in the SBEDA Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

**Annual Aspirational Goal** – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the City's 2015 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its CVR system, and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected Availability for award dollar weights as found in the 2015 Disparity Study. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the degree of aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.



**Award** – the final selection of a Respondent for a specified Prime Contract or subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are distinguished from contract payments, the first, only reflect the anticipated dollar amounts the second, reflect actual dollar amounts that are paid to a contractor under an awarded contract).

**Best Value Contracting** – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent's previous experience and quality of product or services procured, and other factors identified in the applicable statute.

**Centralized Vendor Registration System (CVR)** – a mandatory electronic system of hardware and software programs by which the City recommends all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. All businesses awarded a City contract shall be required to register in the CVR. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

**Certification** – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these certification services to a regional Certification agency or other entity. For purposes of Certification, the City may accept any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in the Ordinance No. 2016-05-19-0367 Section III.E.6.

**City** – refers to the City of San Antonio, Texas.

**Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed.

**Control** – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

**Economic Inclusion** – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

**Emerging SBE (ESBE)** – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than 25% of the small



business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

**Emerging M/WBE** – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

**Evaluation Preference** – an API that may be applied by the Goal Setting Committee to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Respondents.

**Formal Solicitation** – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

**Goal Setting Committee (GSC)** – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department (if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at \$3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes S/M/WBE Program Goals for the City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project-specific characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

**Good Faith Efforts** – documentation of the Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and CONTRACTORS that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.)

**HUBZone Firm** – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

**Independently Owned and Operated** – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the



M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

**Individual** – an adult person that is of legal majority age.

**Industry Categories** – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

**Joint Venture Incentives** – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform on behalf of, the City. Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture. Incentives under this API may include Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services and Goods & Supplies contracts.

**Minority/Women Business Enterprise (M/WBE)** – firm that is certified as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

**M/WBE Directory** – a listing of M/WBEs that have been certified for participation in the City's M/WBE Program APIs.

**M/WBE Subcontracting Program** – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/WBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein:

- (1) There have been ongoing disparities in the utilization of available M/WBE Subcontractors; or
- (2) Race-Neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/WBEs in a particular Industry Category or industry segment (e.g., Construction contracts, Professional Services contracts, and Architectural and Engineering contracts), and subcontract opportunities are limited outside of City contracts.

When specified by the GSC, the M/WBE Subcontracting Program may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for M/WBE firms.

**M/WBE Evaluation Preference** – an API that the City may apply to requests for proposals or qualifications (RFPs or RFQs) on City Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest price are factored into the selection process. M/WBEs that submit responses for these kinds of solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses against those submitted by non-minority firms. Where specified in contract specifications as approved by the Goal Setting Committee, the M/WBE Evaluation Preference may be limited to Emerging M/WBE firms.

**Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and Controlled by one or more



Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in the SBEDA Ordinance is not inclusive of women-owned business enterprises (WBEs).

**Minority Group Members** – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons with origins in any of the black racial groups of Africa.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

**Originating Department** – the City department or authorized representative of the City which issues solicitations or for which a solicitation is issued.

**Payment** – dollars actually paid to Prime Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

**Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts (e.g., up to 20 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

**Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City.

**Race-Conscious** – any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of "Race-Conscious"). To be eligible for the benefits of race- and gender-conscious APIs as provided in this Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

**Race-Neutral** – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of "Race-Neutral").

**Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the 2015 Disparity Study, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

**Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City.

**Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

**Responsive** – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.



**San Antonio Metropolitan Statistical Area (SAMSA)** – also known as the Relevant Marketplace, the geographic market area from which the City's 2015 Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

**Segmented M/WBE Goals** – the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for M/WBE Subcontracting Goals on an individual City contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. The application of Segmented M/WBE Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

**SBE Directory** – a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

**Significant Business Presence** – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

**Small Business Enterprise (SBE)** – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

**Small Business Office (SBO)** – the office within the Economic Development Department (EDD) of the City that is primarily responsible for general oversight and administration of the SBEDA Program.

**Small Minority Women Business Enterprise Program (S/M/WBE Program)** – the combination of SBE Program and M/WBE Program features contained in this Ordinance.

**Solicitation Incentives** – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Construction, Architecture and Engineering services, Professional Services, Other Services, and Goods & Supplies contracts, including change orders and amendments.

**Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to the City's issuance of a notice to proceed.

**Suspension** – the temporary stoppage of an SBE or M/WBE firm's beneficial participation in the City's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.

**Subcontractor/Supplier Utilization Plan** – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the



S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

**Women Business Enterprises (WBEs)** - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Ordinance is not inclusive of MBEs.



**ATTACHMENT F**

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

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

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

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

Veteran-Owned Small Business (VOSB) Program Tracking Form - posted as a separate document



## ATTACHMENT G

### Certificate of Interested Parties (Form 1295)

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

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

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

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

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

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

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

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

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

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

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



**ATTACHMENT H**

Prevailing Wages

Posted as a separate document.



**ATTACHMENT I**

**Equipment List**

<b>ITEM #</b>	<b>Location &amp; Address</b>	<b>Quantity of Towers</b>	<b>Equipment Description</b>
1A	Municipal Plaza 114 W. Commerce St. San Antonio, TX 78205	2 each	Manufacturer: Marley SPX
			Model: Quadraflow 21202
			Tonnage: 212
1B	Municipal Courts - Frank D. Wing 401 S. Frio St. San Antonio, TX 78207	2 each	Manufacturer: Marley SPX
			Model AV600023
			Tonnage: 230
1C	Public Safety HQ 315 S. Santa Rosa St. San Antonio, TX 78207	2 each	Manufacturer: Marley SPX
			Model: NC8403BM
			Tonnage: 269
1D	International Building 203 S. St. Mary's Street San Antonio, TX 78207	2 each	Manufacturer: Baltimore Aircoil Company (BAC)
			Model: PT2-1009A
			Tonnage: 225



## ATTACHMENT J

### Criminal Justice Information Services Addendum

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

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

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

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

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

#### 1.1 Definitions

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

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

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

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

#### 3.1 Responsibilities of the Contractor.

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

#### 4.1 Security Violations.

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

4.3 Security violations can justify termination of the appended agreement.

4.4 Upon notification, the FBI reserves the right to:



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

#### 5.1 Audit

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

#### 6.1 Scope and Authority

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

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

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

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

6.6 All notices and correspondence shall be forwarded by First Class mail to:  
Assistant Director  
Criminal Justice Information Services Division, FBI 1000 Custer Hollow Road  
Clarksburg, West Virginia 26306



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

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

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

\_\_\_\_\_  
Signature of Contractor Employee      Date

\_\_\_\_\_  
Printed or Typed Contractor Employee Name

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

\_\_\_\_\_  
Signature of Contractor Representative      Date

\_\_\_\_\_  
Printed or Typed Name of Contractor Representative

\_\_\_\_\_  
Organization Name and Representative's Title



**Texas Signatory Page**

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

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

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

\_\_\_\_\_  
Printed Name of Agency Representative

\_\_\_\_\_  
Signature of Agency Representative      Title

\_\_\_\_\_  
Agency Name and ORI Date

\_\_\_\_\_  
Printed Name of Vendor (Contractor) Representative

\_\_\_\_\_  
Signature of Vendor (Contractor) Representative      Title

\_\_\_\_\_  
Vendor Organization Name      Date



**ATTACHMENT K**  
**Site Visit Schedule**

<b>Site Visits are being held on September 27, 2018.</b> <b>Site visits are not mandatory but attendance is highly encouraged.</b>		
<b>Service Locations &amp; Addresses</b>	<b>Date</b>	<b>Time</b> (All Times are Central Time)
International Building 203 S. St. Mary's St. San Antonio, TX 78207	September 27, 2018	10:30 AM
Municipal Plaza 114 W. Commerce St. San Antonio, TX 78205	September 27, 2018	11:00 AM
Public Safety HQ (PSHQ) 315 S. Santa Rosa Ave. San Antonio, TX 78207	September 27, 2018	11:30 AM
Municipal Courts - Frank D. Wing 401 Frio St. San Antonio, TX 78207	September 27, 2018	12:00 PM

## ATTACHMENT L

### WORKING WITH COSA – KEYS TO FASTER PAYMENT



# CITY OF SAN ANTONIO

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

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

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

#### ***By Mail:***

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

#### ***By Delivery service:***

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



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

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

Original, first time submission invoices only

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

Statements & status inquiries

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

- ❖ At a minimum, all invoices should include the following fields and information:
  - Vendor name, address and phone number
  - dba name (if applicable)
  - Remit address for payments (if applicable)
  - Ship to name and address
  - Invoice number – ensure it is a unique number for each invoice
  - Invoice date
  - Purchase Order number
  - Payment terms including discounts or retainage terms
  - Line item detail for each item ordered including quantity, unit price, total
  - Total invoice amount.
  
- ❖ Please ensure COSA receives a legible invoice, the original white or top copy, no colored paper please.
  
- ❖ The City is sales tax exempt. Please ensure your system is properly maintained to ensure sales tax is not included on your invoices. If you need a State of Texas Sales Tax exemption form, contact the ordering Department.
  
- ❖ Change of address or change of remittance address notifications should be submitted in writing to [vendors@sanantonio.gov](mailto:vendors@sanantonio.gov) or fax to (210) 207-7270 along with appropriate documentation. An updated W-9 showing the new address is required.
  
- ❖ Each COSA vendor is assigned to a specific AP Specialist, ready to answer your inquiries. For the contact name, please call the Accounts Payable section's main phone number and ask to be directed.  
**Main phone: 210-207-2064**

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

**Finance Department  
City of San Antonio**

**ATTACHMENT M**  
**PROPOSAL CHECKLIST**

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Price Schedule, Attachment B	
* Contracts Disclosure form, Attachment C	
Litigation Disclosure, Attachment D	
* Small Business Economic Development Advocacy (SBEDA) Program Forms Attachment E; and Associated Certificates, if applicable	
* Veteran Owned Small Business Preference Program (VOSBPP) Tracking Form, Attachment F	
* Certificate of Interested Parties, Attachment G	
* Criminal Justice Information Services Addendum, Texas Signatory Page Attachment J	
* Proposal Bond and Associated Power-of-Attorney	
Financial Information	
Proof of Insurability Insurance Provider's Letter, Copy of Current Certificate of Insurance	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
* Addenda, if any	
Proposal Checklist, Attachment M	
One (1) COMPLETE original signed in ink, seven (7) hard copies <b>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)</b> and one (1) (CD) or flash drive of entire proposal in PDF format if submitting in hard copy.	

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



007 - SIGNATURE PAGE

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

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

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

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

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

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

Respondent Information

Please Print or Type

Vendor ID No.

Signer's Name

Name of Business

Street Address

City, State, Zip Code

Email Address

Telephone No.

Fax No.

City's Solicitation No.

\_\_\_\_\_  
Jim Stagg  
\_\_\_\_\_  
The Brandt Companies, LLC  
\_\_\_\_\_  
6023 Corridor Pkwy Ste 100  
\_\_\_\_\_  
Schertz, TX 78154  
\_\_\_\_\_  
jim.stagg@brandt.us  
\_\_\_\_\_  
210-599-6120  
\_\_\_\_\_  
210-650-7522  
\_\_\_\_\_  
RFCSP 6100010456

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

**ATTACHMENT B - Price Schedule**

RFCSP 18-094, RFx: 6100010456

Respondent's proposal must be based on the proposed contract term, including renewal periods, stated in this RFCSP. Proposing a different term of contract, or renewal terms may lead to disqualification of Respondent's proposal from consideration.

As such, Respondent must provide pricing in the manner set forth in the RFCSP's Price Schedule. Failure to do so may lead to disqualification of Respondent's proposal from consideration.

Item #	Location	Estimated Hours to Perform Annual Maintenance Service (for 2 towers)	Total Annual Cost to Perform Annual Maintenance Service (for 2 towers)
1A	<b>Municipal Plaza</b> (2 towers at this location)	32 manhours	\$9,179
1B	<b>Municipal Courts - Frank D. Wing</b> (2 towers at this location)	32 manhours	\$9,179
1C	<b>Public Safety Headquarters - PSHQ</b> (2 towers at this location)	32 manhours	\$9,179
1D	<b>International Building</b> (2 towers at this location)	32 manhours	\$9,179
Item #	Description - Additional Equipment added during term of Contract Pricing is "per tower"	Estimated Hours to Perform Annual Maintenance Service (per tower)	Total Annual Cost to Perform Annual Maintenance Service (per tower)
2A	50 tons and under	18 manhours	\$4,499
2B	Over 50 to 500 tons	24 manhours	\$6,426
2C	Over 500 to 1,000 tons	32 manhours	\$8,354
Item #	Hourly Rates for Other Services/Repairs	Estimated Hours per Year	Cost per Hour
3A	<b>Mechanic - Normal Hourly Rate</b>	30	\$105
3B	<b>Helper - Normal Hourly Rate</b>	30	\$70
3C	<b>Mechanic - Overtime Hourly Rates</b>	60	\$157.50
3D	<b>Helper - Overtime Hourly Rates</b>	60	\$105
Item #	Equipment Parts for Other Services/Repairs	Percentage Markup	
4A	<b>Parts Markup - Percentage over Contractor's Cost</b>	25 %	

Payment Terms: Prompt Pay Discount N/A % N/A days. (If no discount offered, Net 30 days will apply.)



Display Bid

History Back Forward

## Display Response : 7000012699

RFx Response Number 7000012699    RFx Number 6100010456    RFx Name A/C Cooling Tower Maint, Insp,Other BESD    Status Submitted  
 Supplier Name THE BRANDT COMPANIES LLC    Total Value 0.00 USD

▼ Basic Data

**Bidder Contact Information**

Supplier Name: THE BRANDT COMPANIES LLC  
 Contact Person Name: Shawn Fanning  
 E-Mail: sfanning@brandt-companies.com  
 Fax:  
 Phone: 210-693-9997

**RFx Response Information**

Last Changed on: 10/24/2018 11:59:42 CST  
 Last Changed by: Mr. Shawn Fanning  
 Creation Date: 10/24/2018 11:59:42 CST  
 Created by: Mr. Shawn Fanning

**Event Parameters**

Process Type:   
 Currency:   
 Detailed Price Information:   
 Follow-On Document:   
 Net Value of Header Items:  USD

Pricing Arrangement:

Ceiling Amount:

Pricing Arrangement  
Service and Delivery

**Status and Statistics**

Created on:   
 Created by:   
 Last Processed on:   
 Last Processed by:

**Organization**

Responsible Purchasing Organization:  City of San Antonio  
 Responsible Purchasing Group:  Lori Blake

▼ Partners and Delivery Information

Filter: Self

Function	Number	Name	Phone Number
Contact Person	10024188	Mr. Shawn Fanning	210-693-9997
Bidder	10024187	THE BRANDT COMPANIES LLC	210-693-9997

### Display Response : 7000012699

Rfx Response Number 7000012699    Rfx Number 6100010466    Rfx Name A/C Cooling Tower Maint. Insp.Other BESD    Status Submitted    Supplier Name THE BRANDT COMPANIES LLC    Total'

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[Export](#)

[Rfx Information](#) [Items](#) [Notes and Attachments](#) [Approval](#) [Tracking](#)

#### Notes

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Assigned To	Category	Text Preview
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#### Attachments

[Add Attachment](#) [Edit Description](#) [Versioning](#) [Delete](#) [Create Qualification Profile](#)

Assigned To	Category	Description	File Name	Version	Processor	Visi
Document Header	Standard Attachment	Brandt Response AC to Cooling Tower Maintenance 0466_20161024	Brandt Response_AC to Cooling Tower Maintenance 0466_20161024.pdf	1		

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[Export](#)



### Display Response : 7000012699

RFx Response Number 7000012699    RFx Number 6100010486    RFx Name AC Cooling Tower Maint. Insp. Other BESD    Status Submitted    Supplier Name THE BRANDT COMPANIES LLC    Total Value 0.00 USD

Notes Filter Settings

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RFx Header Text	-Empty-
Internal Note	-Empty-
Editor's Remarks	-Empty-

Attachments Filter Settings

Category	Description	File Name	Version	Processor	Visible Internally only	Checked Out	Type	Size (KB)	Changed By	Changed On
Standard Attachment	<a href="#">Brandt Response_AQ to Cooling Tower Maintenance 0455_20181024</a>	Brandt Response_AQ to Cooling Tower Maintenance 0455_20181024.pdf	1			<input type="checkbox"/>	pdf	2061	V10011455	10/24/2018
Standard Attachment	<a href="#">RFCSP 6100010456</a>	RFCSP 6100010456.pdf	1			<input type="checkbox"/>	pdf	1079	MM15802	09/21/2018
Standard Attachment	<a href="#">Attachment E</a>	Attachment E - SBEDA.pdf	1			<input type="checkbox"/>	pdf	1050	MM15802	09/21/2018
Standard Attachment	<a href="#">Attachment F</a>	Attachment F - VOSB Tracking Form.pdf	1			<input type="checkbox"/>	pdf	26	MM15802	09/21/2018
Standard Attachment	<a href="#">Attachment H</a>	Attachment H - Prevailing Wages.pdf	1			<input type="checkbox"/>	pdf	303	MM15802	09/21/2018
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Standard Attachment	<a href="#">Attachment N - SBEDA Presentation</a>	Attachment N - SBEDA Presentation.pdf	1			<input type="checkbox"/>	pdf	1545	MM15802	10/11/2018
Standard Attachment	<a href="#">Attachment O</a>	Attachment O.pdf	1			<input type="checkbox"/>	pdf	108	MM15802	10/11/2018
Standard Attachment	<a href="#">Addendum I</a>	Addendum I.pdf	1			<input type="checkbox"/>	pdf	140	MM15802	10/11/2018
Standard Attachment	<a href="#">RFCSP 6100010456 - Addendum I</a>	RFCSP 6100010456 - Addendum I.pdf	1			<input type="checkbox"/>	pdf	1080	133486	10/23/2018





**ADDENDUM I**

**SUBJECT:** Request for Competitive Sealed Proposal – Annual Contract – Cooling Tower Maintenance, Inspections, and Other Services – BESD (RFCSP 18-094, RFX: 6100010456), Scheduled to Open: October 24, 2018; Date of Issue: September 24, 2018

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

**DATE:** October 11, 2018

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

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

1. Attachment B, Price Schedule is hereby removed and replaced with Attachment B, Price Schedule – Revision 1 Dated October 11, 2018, a copy of which is attached hereto and incorporated herein for all purposes.

**Respondent must complete and submit Attachment B, Price Schedule - Revision 1 Dated October 11, 2018, with Respondent's proposal.**

All references to the Price Schedule contained within the RFCSP shall mean **Attachment B, Price Schedule – Revision 1 Dated October 11, 2018, or any price schedule issued thereafter by subsequent addendum or otherwise.**

2. **ADD:** Attachment N – Small Business Economic Development Advocacy (SBEDA) Program presentation. Posted as a separate document.
3. **ADD:** Attachment O – Pre-Submittal Conference Sign-in Sheets dated September 27, 2018. Posted as a separate document.

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

On September 27, 2018, the City of San Antonio hosted a Pre-Submittal Conference and site tour to provide information and clarification for the Annual Contract – Cooling Tower Maintenance, Inspections, and Other Services – BESD. Below is a list of questions that were asked at the pre-submittal conference and the Small Business Economic Development Advocacy (SBEDA) Program presentation. The City's official response to questions asked is as follows:

**Question 1:** Is the scheduled maintenance on the cooling towers only one (1) time per year?

**Response:** Yes. Please refer to RFCSP Section 004 – Specifications/Scope of Services, Subsection 4.10, Service Requirements, 2. Services required, and Subsection 4.10, Service Requirements, 7. a. Annual Cooling Tower Maintenance and Inspection Services (Scheduled Maintenance).



**Question 2:** Does the proposal bond have to be submitted prior to the deadline date?

**Response:** Yes. Please refer to RFCSP Section 003 – Instructions for Respondents, Part B, Submission Requirements, Proposal Bond. Submit proposal bond in the amount of \$1,000.00. For electronic submissions, Respondent must provide the original proposal bond to the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals.

**Question 3:** Were there any proposals the last time this solicitation was released?

**Response:** The City released a solicitation in 2017 for cooling tower cleaning and maintenance combined. The City canceled the solicitation in March 2018 and issued two separate solicitations- one for cooling tower cleaning, and this RFCSP for maintenance, inspections, and other services.

**Question 4:** Regarding the request in 4.2.1.b, how does one receive certification from the major manufacturers on cooling tower cleaning? What is defined as formal specific manufacturer's training?

**Response:** The RFCSP requires manufacturer's certification or other methods. Each manufacturer has their certification requirements; however, other methods of certification would be reviewed per paragraph 4.2.1.b.

**Question 5:** Will you please provide a "sample" of what City is expecting from Life Cycle Report in 4.10.4.a.?

**Response:** Please refer to RFCSP Section 004 paragraph 4.10.4.

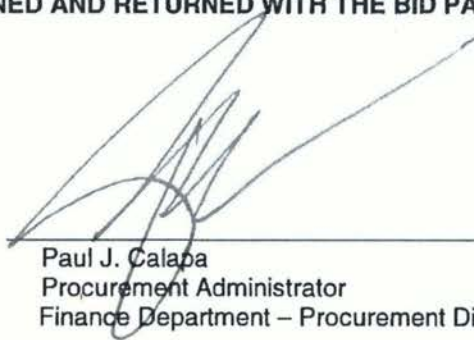
**Question 6:** Section 004, subsection 4.10.6.a and 4.10.7.a.iii, references lubricant requirement. Do you have a recommended gear box lubricant that is currently being used on the cooling towers?

**Response:** Lubricants will need to meet manufacturer's requirements.

**Question 7:** Is a Vibration Analysis required and should it be included in the Scheduled Maintenance Pricing since there are numerous vibration checks required in 4.10.7?

**Response:** The contract requires various vibration checks as part of the Scheduled Maintenance and therefore, pricing for these checks should be included in Attachment B, Price Schedule, Revision I Dated October 11, 2018

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

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

PC/lb

**"Vendor Acknowledgement"**

Date: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Signature: \_\_\_\_\_

**INTEGRATION AGREEMENT FOR ANNUAL CONTRACT  
COOLING TOWER MAINTENANCE, INSPECTIONS,  
AND OTHER SERVICES - BESD**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL  
("RFCSP") 18-094; RFx NO.: 6100010456**

This Integration Agreement (Agreement) is entered into by and between the **CITY OF SAN ANTONIO, TEXAS**, a home-rule municipal corporation (City), and **THE BRANDT COMPANIES, LLC**, (Brandt) both of which may be referred to herein collectively as the "Parties".

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

**1.0 CONTRACT DOCUMENTS**

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

- a. This Integration Agreement, including;
- b. City's RFCSP No.: 18-094; RFx No.: 6100010456, including all attachments and addendums thereto (RFCSP); and
- c. Brandt's proposal submitted in response to City's RFCSP (Brandt's Proposal).

**2.0 CONFLICT BETWEEN PROVISIONS IN CITY'S RFCSP AND BRANDT'S PROPOSAL**

The Parties specifically agree that in the event of conflict between any of the terms and conditions in City's RFCSP and Brandt's Proposal, including, but not limited to response times, the terms and conditions in City's RFCSP shall supersede, control and have priority over the terms and conditions in Brandt's Proposal.

**3.0 ENTIRE AGREEMENT**

This Agreement, together with the contract documents identified in Section 1.0 above, constitutes the final and entire agreement between the Parties and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

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



CITY OF SAN ANTONIO

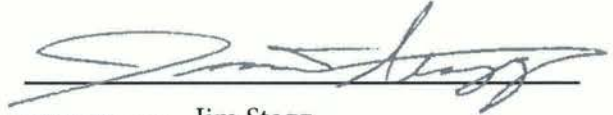
THE BRANDT COMPANIES, LLC

\_\_\_\_\_

Norbert Dziuk

Procurement Operations Lead

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



Print Name: Jim Stagg

Title: Vice President, Service

Date: 12/31/2018

Approved as to Form:

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