

ORDINANCE 2019-06-13-0481

APPROVING A CONTRACT WITH CINTAS CORPORATION FOR THE PURCHASE, INSPECTION AND MAINTENANCE OF PORTABLE FIRE EXTINGUISHERS LOCATED AT VARIOUS FACILITIES THROUGHOUT THE CITY FOR AN ESTIMATED COST OF \$90,000.00 ANNUALLY. FUNDING FOR THIS CONTRACT IS AVAILABLE FROM THE RESPECTIVE DEPARTMENTS' FY 2019 ADOPTED BUDGET.

* * * * *

WHEREAS, the City released a Request for Competitive Sealed Proposals (RFCSP) to provide for the purchase, inspection and maintenance of portable fire extinguishers located at various facilities throughout the City; and

WHEREAS, one response was received and evaluated; and

WHEREAS, staff recommends Cintas Corporation for award of this contract; **NOW THEREFORE:**

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

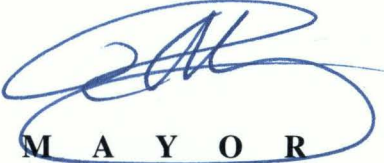
SECTION 1. The proposal submitted by Cintas Corporation to provide the City the purchase, inspection and maintenance of portable fire extinguishers located at various facilities throughout the City is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the RFCSP is attached hereto and incorporated herein for all purposes as **Exhibit I**. A copy of the proposal may be inspected in the offices of the Purchasing Division of the Finance Department.

SECTION 2. Funds will be encumbered upon issuance of purchase orders, and payment is authorized to Cintas Corporation. All expenditures will be in accordance with the Fiscal Year 2019 budget approved by City Council, and such other appropriations necessary to fund the contract through its term as evidenced by subsequent ordinances.

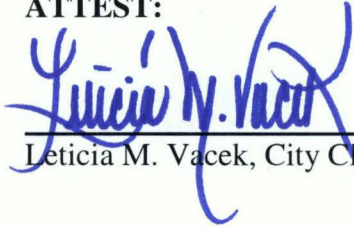
SECTION 3. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

LC
06/13/19
Item No. 6

PASSED AND APPROVED this 13th day of June, 2019.

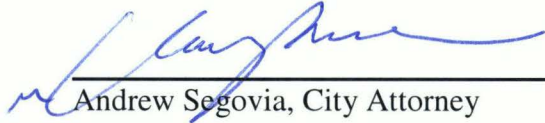

M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	6 (in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21A, 21B, 22, 24, 25, 26, 27, 30, 31, 32, 33, 34, 35, 37, 39, 40, 41, 42, 43, 44, 45, 46, 47, 49, 48, 50, 51A, 51B, 52)
Date:	06/13/2019
Time:	10:10:52 AM
Vote Type:	Motion to Approve
Description:	Ordinance approving a contract with Cintas Corporation for the purchase, inspection and maintenance of portable fire extinguishers located at various facilities throughout the City for an estimated cost of \$90,000.00 annually. Funding for this contract is available through the respective department's FY 2019 Adopted Budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor	x					
Roberto C. Treviño	District 1		x			x	
Art A. Hall	District 2		x				
Rebecca Viagran	District 3		x				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
06/13/19
Item No. 6

Exhibit I



CITY OF SAN ANTONIO
Finance Department – Purchasing Division

REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”) **19-028**
RFx NO.: **6100010951**

**ANNUAL CONTRACT FOR PURCHASE, INSPECTION & MAINTENANCE OF
FIRE EXTINGUISHERS**

Date Issued: FEBRUARY 11, 2019

**BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM, CENTRAL TIME MARCH 18, 2019**

Proposals may be submitted by any of the following means:

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

Address for hard copy responses:

Physical Address:

City Clerk's Office
c/o Municipal Archives and Records Facility
719 S. Santa Rosa Ave.,
San Antonio, Texas 78204-3114

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

“ANNUAL CONTRACT FOR PURCHASE, INSPECTION & MAINTENANCE OF FIRE
EXTINGUISHERS” RFCSP 19-028, RFx: 6100010951”

Proposal Due Date: 2:00 PM, CENTRAL TIME, MARCH 18, 2019

Respondent's Name and Address

Proposal Bond: NO Performance Bond: NO Payment Bond: NO Other: N/A

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO

DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference* YES

*If YES, the Pre-Submittal Conference will be held on February 19, 2019 at 2:00 P.M. CT at 111 SOLEDAD, SUITE 1100, San Antonio Texas 78205.

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

SBEDA Contact Information: Lucy Barbosa, Sr. Economic Development Specialist, 210-207-3922, Email: Lucy.Barbosa@sanantonio.gov

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003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Hard Copy Proposals.

Respondent shall submit one **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 complete copy of the proposal on compact disk (CD) or flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**ANNUAL CONTRACT FOR PURCHASE, INSPECTION & MAINTENANCE OF FIRE EXTINGUISHERS – RFCSP 19-028, RFx: 6100010951**" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than 2:00 p.m. Central Time, on **March 13, 2019** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk

Attn: **ANNUAL CONTRACT FOR PURCHASE, INSPECTION & MAINTENANCE OF FIRE EXTINGUISHERS – RFCSP 19-028, RFx: 6100010951**

P.O. Box 839966

San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk

Attn: **ANNUAL CONTRACT FOR PURCHASE, INSPECTION & MAINTENANCE OF FIRE EXTINGUISHERS – RFCSP 19-028, RFx: 6100010951**

c/o Municipal Archives and Records Facility

719 S. Santa Rosa Ave.

San Antonio, Texas 78204-3114

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

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

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

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

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

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form, Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be

accessed at: <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

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

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

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

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

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

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

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

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

Restrictions on Communication.

Restriction on Communications, Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or 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. CT, February 28, 2019. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail.

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact, Lucy Barbosa, may be reached by telephone at (210) 207-3922 or by e-mail at Lucy.Barbosa@sanantonio.gov. Contacting the Small Business Office regarding this RFCSP after the proposal due date is not permitted.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Barbara Trevino, who may be reached via telephone at (210) 207-3592 or through e-mail at Barbara.Trevino@sanantonio.gov. Respondents and/or their agents may contact Ms. Trevino at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

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

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

Pre-Submittal Conference.

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

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

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

Changes to RFCSP.

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

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

Preparation of Proposals.

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

Proposal Format. Each proposal shall be typewritten, single spaced on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to the RFCSP General Information Form may not exceed 10 pages in length. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. **ORIGINAL and/or ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP Instructions to Respondents Part B - Submission Requirements,

and each section and attachment must be indexed and, for hard copy submission, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by Asterisk in Section 003 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 submission 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.

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

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the

purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

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

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

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

Interlocal Participation.

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

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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to

City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- 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% or more of the voting stock or shares of the entity, or 10% 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.

By submitting a proposal, Bidder warrants and certifies, and a contract awarded pursuant to this solicitation is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

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

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

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

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

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

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

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>.

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to: Office of the City Clerk, c/o Municipal Archives and Records Facility, 719 S. Santa Rosa Ave., San Antonio, TX 78204-3114.

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

PART B

SUBMISSION REQUIREMENTS

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

Submission of Hard Copy Proposals. Respondent shall submit **one (1) COMPLETE** original signed in ink, **seven (7)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, VOSB AND/OR PRICING TO BE INCLUDED in the 7 copies)** and one copy of the proposal on compact disk (CD) or flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**ANNUAL CONTRACT FOR PURCHASE, INSPECTION & MAINTENANCE OF FIRE EXTINGUISHERS, RFCSP 19-028, No.: 6100010951**" 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. Attachment C. Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded at:

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

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 F.

*VETERAN-OWNED SMALL BUSINESS (VOSB) PROGRAM TRACKING FORM. Complete and return the VOSB Program Tracking Form found in this RFCSP as Attachment H.

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

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

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

Print 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).

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.

ADDENDA. Sign and submit addenda, if any.

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

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

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:

Experience, Background, Qualifications: 40 points

Proposed Plan: 40 points

Price: 20 points

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 SCOPE:

The City of San Antonio is soliciting proposals for a Contractor to provide maintenance and inspection services of portable fire extinguishers that includes the purchase of new fire extinguishers; furnishing the necessary labor, materials, service equipment, tools, transportation, and methods of communication; supervision of staff; providing service reports; stocking required supplies; and maintaining accurate records. The maintenance and inspection services required consist of, but are not limited to: Scheduled Maintenance, Testing, and Other Services for portable fire extinguishers located throughout the City of San Antonio. This contract will be utilized by various City departments.

This service is required to preserve the safety, reliability and functionality of the fire extinguishers at various City Facilities throughout San Antonio, TX. The Scheduled Maintenance Services and Other Services shall consist of, but are not limited to the following: performing a thorough examination of the mechanical parts, extinguishing agent, and expelling means of each portable fire extinguisher, and replacing the tamper seals whenever maintenance is performed on rechargeable fire extinguishers. In addition, Contractor shall perform hydrostatic testing of fire extinguisher cylinders when required.

4.2 PROOF OF LICENSING AND CAPABILITY:

1. Contractor Qualifications:

- a. Contractor shall furnish documentation with their response that verifies that the management of the firm has, in the past, satisfactorily performed the specific maintenance and repair services required in this solicitation.
- b. Contractor shall be registered with the Texas Department of Insurance State Fire Marshal's Office, and provide a copy of the Extinguisher Certificate of Registration (ECR) with their proposal. In addition, the Contractor shall have at least one employee that holds the Type A Fixed System License or Type B Portable License issued by the Texas Department of Insurance State Fire Marshal's Office, and shall provide a copy of the license(s) with their proposal. The contractor shall also hold a Type C Registration to hydrostatically test fire extinguisher cylinders. A copy of the Type C Registration shall be provided with their proposal.
- c. Contractor shall provide documentation supporting that the firm is an approved or accredited servicing agent for any of the manufacturers of portable fire extinguishers listed herein.
- 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 supporting documentation that verifies the Contractor meets the requirements of Federal and the State of Texas laws and regulations, if chemicals are used.
- f. Contractor shall follow all adopted codes and standards of NFPA 101(00) Section 9.7.4.1 in accordance with NFPA 10, *Standard for Portable Fire Extinguishers*, the Texas Insurance Code Chapter 6001 Fire Extinguisher Service and Installation, AND Texas Administrative Code Title 28 Chapter 34, Subchapter E, Fire Extinguisher Rules.

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 the

City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.

- b. The Contractor's technicians performing work on the Fire Extinguishers shall be licensed by the Texas Department of Insurance State Fire Marshal's Office (Type A or B License), and have a minimum of five (5) years of experience performing inspections and maintenance of portable fire extinguishers. Contractor shall provide copies of the licenses, and verification regarding the technician's ability to perform the maintenance and inspection services.
- c. Technicians shall be certified as per federal, state, and local codes/regulations for related work tasks.

4.3 DEFINITIONS:

Whenever a term defined by the National Fire Protection Association (NFPA) as enacted by the State of Texas, is used in this contract, the NFPA definition shall govern, 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. **BESD:** City's Building and Equipment Services Department.
- 2. **Bidder:** a person, firm or entity that submits a bid in response to a solicitation.
- 3. **City Designated Departmental Representative (CDDR):** The facilities maintenance manager or coordinator for the respective City department.
- 4. **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.
- 5. **COSA:** City of San Antonio
- 6. **Equipment:** The portable fire extinguishers and supporting components as required by this solicitation.
- 7. **Scheduled Maintenance**
 - a. **Scheduled Maintenance:** Regular maintenance required by NFPA 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 so that the Equipment 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. 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 Item I – Scheduled Maintenance as shown on Attachment B, Price Schedule. Scheduled Maintenance does not include the total replacement of Equipment, nor does it include work to install 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 in accordance with industry standards and "industry best" practices 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 conservation)
4. Maximum life cycle (prolonging its usable “life”)
5. Protecting the Equipment against degradation that can affect normal functionality

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

- a. **Other Services** are activities undertaken to detect, isolate, and rectify a fault so that the failed and/or abnormal functions of a portable fire extinguisher and the supporting components 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 Attachment B, Price Schedule, Item VI Fire Extinguisher Repair Parts. All other repair parts not included on Item VI of the Price Schedule will be based on cost plus markup per Attachment B, Price Schedule, Item VIII Cost Plus Markup. 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 the invoice for each service call.** Contractor shall 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: Routine, Urgent, Emergency) 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 minor or major 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).
 - 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 functionality 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 costs shall be billed to

City. Normal wear and tear items shall be included in the Scheduled Maintenance service as defined by this specification/scope of work.

- ii. The CDDR or designee may request Routine Service calls for any location listed herein.
- iii. For routine service calls, the Contractor shall respond on site within 4 hours from receipt of a call or e-mail from the City Designated Department Representative (CDDR) and verify receipt of said call or e-mail within 1 hour.

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 functionality 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 defined by this specification.
- ii. The CDDR or designee may request Urgent Service calls for any location listed herein.
- iii. For urgent service calls, the Contractor shall respond on site within 2 hours from receipt of a call or e-mail from the City Designated Department Representative (CDDR) and verify receipt of said call or e-mail within 30 minutes.
- iv. Urgent Service calls are not an emergency but can become an emergency.

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 functionality 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 this specification.
 - iii. The CDDR or designee may request Emergency Service calls for any location listed herein.
 - iv. For emergency service calls, the Contractor shall respond on site within 1 hour from receipt of a call or e-mail from the City Designated Department Representative (CDDR) and verify receipt of said call or e-mail within 15 minutes.
- f. Call backs – Call backs are returns for inspections or services for an incident that City previously requested, and for which Contractor previously reported as having completed the services. Call-back service is included at no additional cost to City.

9. **Holidays:** Holidays are defined as City recognized holidays as published on the City's web site at <http://www.sanantonio.gov/gpa/holidaysandclosures>.

10. **ID Badges:** Identification badges displayed by the Contractor and their staff.

11. **MATERIALS:** Materials include, but are not limited to: parts, chemicals, instruments and other goods used to perform the requirements in this solicitation.

12. **NITC:** National Inspection Testing and Certification Corporation

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".
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.

International Building Code	
IBC	International Building Code
IEBC	International Existing Building Code
National Fire Protection Association (NFPA)	
NFPA 70	National Electrical Code
NFPA 70B	Recommend Practice for Electrical Equipment
NFPA 101	Life Safety Code
NFPA101(00) Sec.9.7.4.1	Maintenance and Testing of Portable Fire Extinguishers
NFPA 10	Standard for Portable Fire Extinguishers
Other	
OSHA	Occupational Safety and Health Administration (OSHA) Standards
Texas Department of Insurance	State Fire Marshal's Office
Texas Insurance Code Chapter 6001	Fire Extinguisher Service and Installation
Texas Administrative Code Title 28 Chapter 34 Subchapter E	The Fire Extinguisher Rules
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 and tools required in the performance of this contract.
5. Contractor is responsible for all testing equipment and tools that are 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, or 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), 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 – Fire Extinguishers Listing.
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 Daniel.Gines@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 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 and licensed 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, NFPA, Federal, State, and City codes.
 - a. All local, state, and federal safety requirements, standards, and regulations shall be followed per the Contractor-provided Health and Safety Management Plan.
8. Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants and other people of potential hazards.
9. Contractor shall deliver, store, and handle all materials in a manner that shall prevent damage to the Equipment and/or related components.
10. 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 other items arising from acts of theft, vandalism, malicious mischief or other causes.
11. Contractor shall thoroughly examine and become familiar with the City facilities where services are to be performed, prior to commencing work, to ensure the services can be completed in an orderly and safe manner.
12. Contractor shall be responsible for obtaining all required permits applicable to the performance of this solicitation. Contractor shall include all such costs within its bid prices submitted on the 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.
13. Ensure all equipment and tools are well maintained, calibrated and in proper working order before utilization in the performance of the required services.
14. Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials or debris. Before completing the work, Contractor shall remove from the premises all rubbish, tools, equipment, and materials that are 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.
15. No debris shall be dumped and left in the building, on the roof and/or surrounding areas.
16. Contractor shall not use City waste disposal containers.
17. 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 materials.
 - a. All local, state, and federal safety and environmental requirements, standards, and regulations shall be followed per the Contractor-provided Health and Safety Management Plan.
18. Contractor shall confine its operations (including storage of materials) to areas authorized or approved by the City.
19. 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.
20. Contractor shall notify the City representative once the work is complete and ready for its intended use.
21. Contractor must establish and maintain a shop, whether at a specific business location or in a mobile unit designed so that servicing, repairing, or hydrostatic testing can be performed. The shop must be adequately equipped to service or test all fire extinguishers or systems the registered firm installs and services. At a minimum, Contractor must maintain the following:
 - a. A copy of the most recently adopted edition of NFPA 10.
 - b. A copy of the most recently adopted Texas Insurance Code Chapter 6001 and Texas Administrative Code Title 28 Ch. 34 Subchapter E.
 - c. A list of manufacturers or types of portable extinguishers serviced along with their respective manuals

- d. Portable scale to accurately measure fire extinguisher gross weights
- e. Seals or tamper indicators
- f. Temporary fire extinguisher replacements
- g. Conductivity tester and conductivity test label
- h. A written notice must be kept on file indicating the registered firm performing the maintenance, and the following additional items are required:
 - i. Appropriate tools to remove and reinstall a valve head
 - ii. Charging adapters
 - iii. Teflon tape, silicone grease, solvent or other lubricant
 - iv. Supply of spare parts for respective manufacturers and type of fire extinguisher serviced
 - v. Appropriate recharge agents
 - vi. Agent fill funnels
 - vii. Light designed to be used for internal inspections
 - viii. Dry chemical closed recovery system or sufficient new dry chemical
 - ix. Leak test equipment
 - x. Dry nitrogen cylinders, regulator, and calibrated gauges for pressurizing cylinders
 - xi. Verification collar rings
 - xii. Six year maintenance labels
- i. For hydrostatic testing of portable fire extinguishers, a written notice must be kept on file indicating the registered firm performing the test, and the following additional items are required:
 - i. A working hydrostatic test pump with flexible connection, check valves, and fittings
 - ii. A protective cage or barrier
 - iii. Calibrated gauges
 - iv. Drying equipment
 - v. Hydrostatic test log
 - vi. Hydrostatic test labels
 - vii. A current Type C registration issued by the State Fire Marshal's Office

4.8 SERVICE REQUIREMENTS:

1. Services required: Contractor shall:
 - a. Provide a schedule for the Scheduled Maintenance services for all locations. 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 licensed 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 shall 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. 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 service reports.
 - g. Contractor is responsible for cleaning any spill and protecting other areas of the facility.
 - h. Contractor shall replace any hardware to complete the work as defined in the solicitation.
 - i. Contractor shall provide service log reports.
 - j. Contractor shall participate in annual meetings and other meetings as requested by City.
 - k. Develop and provide an Inspection Maintenance schedule for the year.
 - l. Provide other documents as required by this solicitation.
2. The service plan shall consist of, but shall not be limited to:
- a. Equipment Manufacturers, Models, and serial numbers
 - b. Equipment Location
 - c. Maintenance schedules for:
 - i. Equipment
 - 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 4.13.
 - l. The report shall also include the record of Hydrostatic Testing, and define when the 6 year test is required.
 - m. The report shall also include all identified issues and recommended corrective action plan.
 - n. The report shall include the inspector's name and state license number.
 - o. 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.

4.9 Annual Inspection and Testing

1. All annual inspections and testing shall be in accordance with NFPA 10 (98) Section 4.4, and shall include a thorough examination of the mechanical parts, extinguishing agent, and expelling means of each portable fire extinguisher. It shall be performed by a registered extinguisher servicing company.
2. All annual inspections and testing (including any maintenance performed) shall be recorded on a tag or label attached to each extinguisher that indicates the month and year the maintenance was performed, and the name of the person and company performing the service. In addition to the tag or label, the Contractor shall submit a permanent record for each extinguisher that indicates at least the following:
 - i. The date maintenance was last performed and by whom
 - ii. The date the extinguisher was recharged and by whom
 - iii. The date the 6-year maintenance was last performed and by whom
 - iv. The date the extinguisher was hydrostatically tested and by whom
3. A sample Portable Fire Extinguisher Record has been provided in Appendix 1.

4.10 Recharging Fire Extinguishers

1. Whenever portable fire extinguishers are recharged, a tag or label shall be attached to each extinguisher that indicates the month and year recharging was performed, and the name of the person and company performing the service (in accordance with NFPA 10 (98), Section 4-5.5).
2. In the event that a fire extinguisher has to be removed from the facility for recharging, Contractor shall provide a temporary fire extinguisher of equal size in the same location at the facility until the original fire extinguisher is returned. This will be at no additional cost to the City.
3. In addition, each extinguisher that has undergone maintenance that includes an internal examination or has been recharged is required to have a "Verification of Service" collar installed around the neck of the extinguisher per NFPA 10 (98) Section 4-4.4.2. The only exception to this rule is carbon dioxide extinguishers that have been recharged without the removal of the valve assembly.
 - a. The "Verification of Service" collar, usually made of plastic, serves as visual proof that the extinguisher was disassembled and maintenance was performed. It shall be of a type that cannot be removed without the removal of the valve assembly and shall include the month and year the service was performed.

4.11 Hydrostatic Testing

At certain intervals, fire extinguishers are required to be pressure tested using water or some other non-compressible fluid to help prevent unwanted failure or rupture of the cylinder (ref. NFPA 10(98) Ch. 5). This includes both an internal and external examination of the cylinder. Because this testing requires special training and equipment, it needs to be performed by an approved extinguishing company.

1. NFPA 10 (98), Section 5-6.1 requires that a permanent record be maintained for each cylinder tested. In addition, the following shall be followed for all hydrostatic testing:
 - a. High pressure cylinders (i.e., carbon dioxide) that pass the hydrostatic test shall be stamped with the tester's identification number and the month and year of the test.
 - b. Low pressure cylinders (i.e., dry chemical, wet chemical, pressurized water) that pass the hydrostatic test shall have the test information recorded on a metallic label, or similar durable material, affixed to each extinguisher that indicates the month and year the test was performed, the test pressure used, and the name of the person performing the service, and the name of the company they represent.
2. Contractor shall provide a temporary fire extinguisher equal to fire extinguisher being removed for testing so as to not leave the building/center without fire extinguisher during testing, at no additional cost to City.

4.12 Six Year Maintenance

1. Every six years, stored pressure fire extinguishers that require a 12-year hydrostatic test (i.e., dry chemical extinguishers) shall be emptied, and proper maintenance procedures performed in accordance with NFPA 10 (98), Section 4-4.3. The exception to this rule is non-rechargeable extinguishers, which are required to be removed from service 12 years from the date of manufacture. This maintenance shall be performed by an approved licensed fire extinguisher servicing company.

4.13 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 documents that validates 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 inspection 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 inspection schedule before October 1st 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 shall be submitted in duplicate—one copy to CDDR and original invoices to Accounts Payable.
 - a) Invoice shall include the Purchase Order number.
 - b) Invoice shall include the location where the service was performed.
 - c) Invoice shall include the Department name.
 - d) Invoices shall be legible.
 - e) Items billed on invoices shall be specific as to applicable stock, manufacturer, catalog or part number (if any).
 - f) All invoices shall 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.
 - g) Payment by the City is deemed to be made on the date of mailing the check.
 - h) The following documentation shall be attached to each invoice to validate charges:
 - Proof of City Permit Fees Paid (if applicable)
 - Proof of final inspection (completed fire extinguisher record for each location)
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 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. Payment may be withheld on any invoice if Scheduled Maintenance is not performed and/or report is not submitted as specified.
 - a. If the fire extinguisher 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 extinguisher functional at full load rating to the CDDR.
12. 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.
13. Contractor shall provide notification of deficiency and/or impairment of Equipment in writing within twenty four (24) hours of the service to the CDDR.
14. 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 1st 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.
15. Contractor shall provide test reports within ten (10) calendar days after completing the services to the CDDR.
16. Contractor shall provide inspection reports within ten (10) calendar days after completing the services to the CDDR.
17. 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.
18. 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 1st 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.
19. Contractor shall provide results of all samples taken to the CDDR within three (3) weeks.

4.14 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. City Hall and Municipal Plaza Buildings: Unless otherwise approved by CDDR, no work shall be performed at these Buildings on Wednesdays or Thursdays. Scheduled Maintenance and any work that will cause a disruption to the building occupants shall be performed on Mondays, Tuesdays, Fridays and weekends from 4:00 PM to 11:00 PM during the week, and all day on the weekends.

4.15 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 COSA access ID 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 ID badges which contain the company's name and employee's name. Contractor's uniforms shall be clean, unstained, well-fitting, and in good order. Shoes shall be sturdy construction and shall cover the foot to meet any required sanitation and safety requirements. Open-toed shoes, sneakers, sandals, and 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. At a minimum, badges shall contain name of Contractor, the name of the technician and name of subcontractor performing the work (if different).
3. PARKING: Contractor shall make arrangements with the CDDR prior to off-loading any tools and/or 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 that shall be performing work at each job site and Contractor or subcontractors personnel shall comply with all security measures and protocols required by the City. Contractor personnel and subcontractor shall follow all required security standards and procedures to gain access into 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. Contractor shall ensure that 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, City may request or review background check results at any time to the extent permitted by law. 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 M – CJIS Addendum.

(g) 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.

4.16 WARRANTY:

1. Contractor shall warrant that work performed conforms to the solicitation requirements and is free of any defects 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 by the City.
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.

4.17 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 Backs" to correct the previous services.
3. Contractor personnel assigned to perform services on this contract do not have the skills or knowledge to troubleshoot and 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 invoices as required by the solicitation.
7. Contractor does not meet the project schedules 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 services 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 and/or demonstrate an effective and efficient Quality Control Program as required by the solicitation.

4.18 DELIVERY, STORAGE AND HANDLING REQUIREMENTS:

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

4.19 QUALITY CONTROL PROGRAM:

1. Only trained and certified Contractor or Subcontractor technicians shall be used to perform 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 manufacturer's 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.

4.20 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 weekdays, weekends, and holidays.

Contractor shall provide names and phone numbers of the technicians providing the services and ticket number or service number.

Parts and/or components for Other Services shall be at paid to Contractor in accordance with Attachment B, Price Schedule, Item VI Fire Extinguisher Repair Parts. All other repair parts not included on Item VI of the Price Schedule will be based on cost plus markup per Attachment B, Price Schedule, Item VIII Cost Plus Markup."

1. **SCHEDULED MAINTENANCE SERVICE:** Contractor shall perform the Scheduled Maintenance Services 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(s) 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 per Attachment B, Price Schedule, Item VI Fire Extinguisher Repair Parts. All other repair parts not included on Item VI of the Price Schedule will be based on cost plus markup per Attachment B, Price Schedule, Item VIII Cost Plus Markup.
 - 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 two (2) 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 per Attachment B, Price Schedule, Item VI Fire Extinguisher Repair Parts. All other repair parts not included on Item VI of the Price Schedule will be based on cost plus markup per Attachment B, Price Schedule, Item VIII Cost Plus Markup. Contractor shall provide copies of receipts for all Parts and supplies to the CDDR with the service invoice.
- h. The work shall be completed on 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 Material, Contractor shall get the system operational using temporary methods if possible. The Contractor shall order Material within four (4) hours and shall receive Material 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 thirty (30) minutes of receipt of phone call or email from CDDR.
- b. Contractor technician(s) 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 per Attachment B, Price Schedule, Item VI Fire Extinguisher Repair Parts. All other repair parts not included on Item VI of the Price Schedule will be based on cost plus markup per Attachment B, Price Schedule, Item VIII Cost Plus Markup.**
- d. The work shall be completed the on same day of the notification. If work cannot be completed during the same day of the notification due to unavailability of Material, 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 Material 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 per Attachment B, Price Schedule, Item VI Fire Extinguisher Repair Parts. All other repair parts not included on Item VI of the Price Schedule will be based on cost plus markup per Attachment B, Price Schedule, Item VIII Cost Plus Markup. 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 one (1) hour of receipt of phone call or email from CDDR.

- b. Contractor technician(s) 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 per Attachment B, Price Schedule, Item VI Fire Extinguisher Repair Parts. All other repair parts not included on Item VI of the Price Schedule will be based on cost plus markup per Attachment B, Price Schedule, Item VIII Cost Plus Markup.
 - d. Equipment Parts and/or components shall be charged per Parts per Attachment B, Price Schedule, Item VI Fire Extinguisher Repair Parts. All other repair parts not included on Item VI of the Price Schedule will be based on cost plus markup per Attachment B, Price Schedule, Item VIII Cost Plus Markup. Contractor shall provide copies of receipts for all Parts and supplies to the CDDR with the service invoice.
 - e. The work shall be completed on the same day of the notification. If work cannot be completed during the same day of the notification due to unavailability of Material, the work shall be accomplished within fourteen (14) calendar days after identifying the Material 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 Material 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 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 as 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.

4.21 Item I: Annual Inspections and Testing of Fire Extinguishers

- 1. All annual inspections and testing shall be in accordance with NFPA 10 (98) Section 4.4, and shall include a thorough examination of the mechanical parts, extinguishing agent, and expelling means of each portable fire extinguisher. It shall be performed by an approved extinguisher servicing company.
- 2. All annual inspections and testing (including any maintenance performed) shall be recorded on a tag or label attached to each extinguisher that indicates the month and year the maintenance was performed, and the name of the person and company performing the service. In addition to the tag or label, the Contractor shall submit a permanent record for each extinguisher that indicates at least the following:
 - i. The date maintenance was last performed and by whom
 - ii. The date the extinguisher was recharged and by whom
 - iii. The date the 6-year maintenance was last performed and by whom
 - iv. The date the extinguisher was hydrostatically tested and by whom
- 3. A sample Portable Fire Extinguisher Record has been provided in Appendix I.
- 4. A sample Certificate of Registration Tag has been provided in Appendix II.
- 5. A sample System Installation Record has been provided in Appendix III.

4.22 Item II: New Fire Extinguishers

All new fire extinguishers purchased shall include the cost of the first year's annual inspection tag and required labeling. Fire extinguishers provided must be "Industrial Grade." Consumer grade extinguishers or those with plastic valves are not acceptable.

Delivery of extinguishers shall take place within 5 business days of receipt of purchase order.

A. 2.5lb Capacity, UL Rated 1A - 10B:C, Agent Type: ABC, USCG approved vehicle mounting bracket.

Manufacturer: Badger or approved equal
Model No. 250MB-1 or approved equal

B. 5lb Capacity, UL Rated 3A-40B:C; Agent Type: ABC, USCG approved vehicle mounting bracket.

Manufacturer: Badger or approved equal
Model No. 5MBH-6H or approved equal

C. 5lb Capacity, UL Rated 3A-40B:C; Agent Type ABC. Wall hanger bracket

Manufacturer: Badger or approved equal
Model No. 5MBH-6H or approved equal

D. 10lb Capacity, UL Rated 4A-80B:C; Agent Type ABC. Wall hanger bracket

Manufacturer: Badger or approved equal
Model No. 10MB - 8H or approved equal

E. 20lb Capacity, UL Rated 10A-120B:C; Agent Type: ABC. Wall hanger bracket

Manufacturer: Badger or approved equal
Model No. 20MB - 6H or approved equal

F. 5lb Capacity, UL Rated 5B:C; Agent Type: ABC. Wall hanger bracket

Manufacturer: Badger or approved equal
Model No. B5V or approved equal

G. 10lb Capacity, UL Rated 10B:C; Agent Type: CO2. Wall hanger bracket

Manufacturer: Badger or approved equal
Model No. B10V or approved equal

H. 15lb Capacity, UL Rated 10B:C; Agent Type: CO2. Wall hanger bracket.

Manufacturer: Badger or approved equal
Model No. B15V or approved equal

I. 20lb Capacity, UL Rated 10B:C; Agent Type: CO2. Wall hanger bracket.

Manufacturer: Badger or approved equal
Model No. B20V or approved equal

J. 125lb Capacity Wheeled Fire Extinguisher, UL Rated 240B:C, Agent Type: Purple-K

Manufacturer: Badger or approved equal
Model No. 150PB or approved equal

K. 10lb Capacity, UL Rated 10-A:60-B:C, Agent Type ABC

Manufacturer: Ansul or approved equal
Model No. A10H or approved equal

L. 10lb Capacity, UL Rated 4-A:60-B:C, Agent Type ABC

Manufacturer: Amerex or approved equal
Model No. A456 or approved equal

M. 5lb Capacity, UL Rated 2-A:10-B:C, Agent Type ABC

Manufacturer: Amerex or approved equal
Model No. A500 or approved equal

N. 10lb Capacity, UL Rated, 10:A-60-B:C, Agent Type ABC

Manufacturer: Sentry or approved equal
Model No. SY-1014 or approved equal

O. 10lb Capacity, UL Rated 4A:60-B:C, Agent Type ABC, Wall Hanger

Manufacturer: Amerex or approved equal
Model No. 411 or approved equal

P. 5lb Capacity, UL Rated 2A:10-B:C, Agent Type ABC, Wall Hanger

Manufacturer: Sentry or approved equal
Model No. SY0515 or approved equal

Q. 4lb Capacity, UL Rated 2A-10B:C, Agent Type ABC

Manufacturer: Badger or approved equal
Model No. 5MB-7H or approved equal

R. 10lb Capacity, UL Rated 4A-80B:C, Agent Type ABC

Manufacturer: Amerex or approved equal
Model No. B456 or approved equal

S. 5lb Capacity, UL Rated 2-A:40-B:C, Agent Type ABC

Manufacturer: Badger or approved equal
Model No. 5MB-5H or approved equal

T. 5lb Capacity, UL Rated 4:A-60-B:C, Agent Type ABC

Manufacturer: Buckeye or approved equal
Model No. 5HISA-40ABC or approved equal

U. 2.5lb Capacity, Mini Guard Heat Actuated, Agent Type ABC

Manufacturer: Amerex or approved equal
Model No. MG-2 or approved equal

V. 2.5lb Capacity, Automatic Liquefied Gas, Agent Type ABC

Manufacturer: HalGuard or approved equal
Model No. HG250R or approved equal

W. 4.4lb Capacity, Automatic Self Contained

Manufacturer: Flame Defender or approved equal
Model No. 740702 or approved equal

X. 2.5lb Capacity, UL Rated 1-A:10-B:C, Agent Type ABC

Manufacturer: Kidde or approved equal

Model No. XL21/2TC2-3 or approved equal

4.23 Item III. Purple-K Dry Chemical Agent

Manufacturer: Ansul or approved equal

4.24 Item IV. Recharging of Fire Extinguishers

Recharge price shall include expellant and extinguishing agent as required.

A. 2.5 gallon extinguisher

Type: Water Pressure

B. 2.5 pound extinguisher

Type: ABC

C. 2.5 pound extinguisher

Type: BC

D. 4 pound extinguisher

Type: ABC

E. 5 pound extinguisher

Type: ABC

F. 5 pound extinguisher

Type: CO2

G. 5 pound extinguisher

Type: HALON

H. 6 pound extinguisher

Type: ABC

I. 10 pound extinguisher

Type: ABC

J. 10 pound extinguisher

Type: BC

K. 10 pound extinguisher

Type: CO2

L. 10 pound extinguisher

Type: HALON

M. 20 pound extinguisher

Type: ABC

N. 20 pound extinguisher

Type: CO2

O. 20 pound extinguisher

Type: HALON

4.25 Item V: CO2 Cartridge

For Cartridge type Fire Extinguishers

- A. Fire Extinguisher Size: 5lb
- B. Fire Extinguisher Size: 10lb
- C. Fire Extinguisher Size: 15lb
- D. Fire Extinguisher Size: 20lb

4.26 Item VI: Fire Extinguisher Repair Parts

Items that generally represent those most frequently purchased by the City are listed individually on Attachment B – Price Schedule, Item VI as Fire Extinguisher Repair Parts. All other repair parts not included in Attachment B, Price Schedule, Item VI Fire Extinguisher Repair Parts will be based on cost plus markup per Attachment B, Price Schedule, Item VIII Cost Plus Markup.

- A Pressure Gauge
- B. Pull Pins
- C. Siphon Tube
- D. Valve Spring
- E. Bottom Handle
- F. Top Handle
- G. Discharge Nozzle
- H. Valve Stem O-Ring
- I. Neck O-Ring
- J. Rivets
- K. Carrying Handle
- L. Valve Stem
- M. DOT Label
- N. Discharge Hoses: Dry Chemical and Halon, 5lb-10lb
- O. Discharge Hoses: Dry Chemical and Halon, 20lb
- P. Fuse Links:
- Q. 50' Hose
- R. 100' Hose
- S. Safety Disc for CO2
- T. Discharge Hoses: CO2, 5lb - 10lb
- U. Discharge Hoses: CO2, 20lb

4.27 Item VII: Hourly Rates for Other Services/Repairs

A Normal Hourly Rate

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

B Overtime Hourly Rate

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.

4.28 Item VIII: Cost Plus Markup

Equipment Parts for Other Services/Repairs - Parts Markup – Percentage over Contractor's Cost:

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 for all other repair parts not included in Attachment B, Price Schedule, Item VI Fire Extinguisher Repair Parts. 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 the invoice for each service call.** Contractor shall 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) indicated thereon. **Proof of costs shall be printed, properly identified and dated and submitted with the invoice.**

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or July 1, 2019, whichever is later. This contract shall terminate on SEPTEMBER 30, 2022.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for TWO additional ONE 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.

Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.

If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

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 FOR PURCHASE, INSPECTION & MAINTENANCE OF FIRE EXTINGUISHERS" 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	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: 1. Premises/Operations 2. Products/Completed Operations 3. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

D) 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. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. 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.

Incorporation of Attachments.

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

Attachment A – Part One – General Information

Attachment A – Part Two – Experience, Background and Qualifications

Attachment A – Part Three – Proposed Plan

Attachment B – Price Schedule, Revision 1, Dated March 4, 2019

Attachment C – Contracts Disclosure form

Attachment D – Litigation Disclosure Form

Attachment E – Small Business Economic Development Advocacy (SBEDA) Language

Attachment F – Small Business Economic Development Advocacy (SBEDA) Utilization Form

Attachment G – Veteran-Owned Small Business Preference Program (VOSB) Ordinance

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

Attachment I – Certificate of Interested Parties Form 1295

Attachment J – Proposal Checklist

Attachment K – Fire Extinguishers Listing, Revision 1, Dated March 4, 2019

Attachment L – Working with COSA – Keys to faster payments

Attachment M – Criminal Justice Information Services (CJIS) Addendum

Attachment N – Pre-Submittal Conference Sign-in Sheets

Appendix I – Portable Fire Extinguisher Record

Appendix II – Sample Certificate of Registration Tags

Appendix III – Sample System Installation Record

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.

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

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

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

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

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

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

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.

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

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

Entire Agreement. This contract, including City's final electronically posted online version together with its authorizing ordinance and its price schedule(s), attachments, 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: _____

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.

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

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

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

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

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

11. Previous Contracts:

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

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

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

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

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

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

REFERENCES

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

Reference No. 1			
Firm/Company Name			
Contact Name:		Title:	
Address:			
City:	State:	City:	
Telephone No:		Fax No:	
Date and Description of Service(s) Provided:			
Email Address:			
Annual Dollar Value of the Contract:			
Reference No. 2			
Firm/Company Name			
Contact Name:		Title:	
Address:			
City:	State:	Zip Code:	
Telephone No:		Fax No:	
Date and Description of Service(s) Provided:			
Email Address:			
Annual Dollar Value of the Contract:			
Reference No. 3			
Firm/Company Name			
Contact Name:		Title:	
Address:			
City:	State:	City:	
Telephone No:		Fax No:	
Date and Description of Service(s) Provided:			
Email Address:			
Annual Dollar Value of the Contract:			

RFCSP ATTACHMENT A. PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

1. Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.
2. Fully describe your company and experience as it relates to the following:
 - a. History of successful company projects (to include number of years in business);
 - b. History of company operations over the past three years;
 - c. History of portable fire extinguishers contracts, facilities, organizations, address, phone numbers, points of contact, length of contracts and which contracts, if any, were terminated for cause or convenience.
3. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
4. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
5. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
6. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
7. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
8. Provide documentation that Contractor is certified and licensed to perform the requirements of this solicitation (See PROOF OF LICENSING AND CAPABILITY).
9. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFCSP ATTACHMENT A. PART THREE

PROPOSED PLAN

Prepare and submit narrative responses to the following items:

1. Ramp Up Plan – Describe how respondent will ramp up to meet the City's fire extinguisher's requirements to implement contract by July 1, 2019.
 - a. Provide a detailed timeline and state what are the timeframes for Respondent to be able to mobilize upon contract award.
 - b. Describe your plan for performing fire extinguishers inspection & maintenance services for all the City locations.
 - c. Indicate what communication solutions Respondent will employ to meet all the requirements.
 - d. Describe your firm's capacity to perform the scope of services for the City in addition to your firm's existing outside contracts.
 - e. Provide Primary Point of contact.
 - f. Provide number of technicians, name and job title to be assigned to this contract if awarded and the number of years of experience for each of the technicians.
2. Operating Plan
 - a. Describe how you will conduct operations to provide the fire extinguisher services to various multiple City locations.
 - b. Describe process for performing hydrostatic testing, inspections and repairs. Will testing, inspections and repairs be performed off site, if so where will testing, inspections and repairs be performed?
 - c. Describe procedure for providing extinguishers to City facilities at no charge while Contractor is performing hydrostatic testing services.
 - d. Describe your plan to provide the City of San Antonio with data reporting on inspection and maintenance of fire extinguishers.
3. Staffing Plan – Describe staffing plan for servicing both inspection and maintenance of fire extinguishers. Provide a weekly staffing schedule which shows the service maintenance dates.
 - a. Provide an organizational chart showing how you propose to staff the project. For each position reflected on the organizational chart, provide the following information for individual(s) assigned to each position.
 - b. Describe the number of Supervisor(s), and/or Project Manager(s) and technicians that will be assigned to the contract.
 - c. Site: Provide the address of the facility which you will use for this project. Describe your current capacity to serve the contractual duties of this contract as well as additional capacity that you will need as a result of this contract. If additional resources are needed, describe your plan for acquiring these resources. Pictures or lists of equipment/resources readily available to perform required services may be used to expand or clarify.
 - d. Equipment: Provide list of equipment or additional equipment you plan to obtain (if needed) to perform the services of this contract. Equipment shall include all equipment to perform inspection and testing services and vehicles or mobile units.
 - e. Provide plan maintenance schedule for equipment to be used to perform services for this contract (frequency, maintenance procedures, etc.)
 - f. Provide a copy of Contractor uniform with proposal response.
 - g. Provide information such as badging and staffing, availability of equipment and any equipment to be acquired to perform the scope of services.
4. Quality Assurance/Quality Control (QA/QC) Plan. – Describe respondent's current QA/QC to include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with City, and control of subcontractors' performance, if any. Explain how your current procedures meet the needs of your current customers. Provide copy of QA/QC Plan with proposal response.
5. Safety Plan – Describe how Respondent will implement a Safety Plan for the Contract. Provide a copy of Safety Plan with proposal response.

6. Health and Safety Plan – Describe how Respondent will implement a Health and Safety Plan. Provide a copy of Health and Safety Plan with proposal response.
7. Customer Service Plan – Describe Respondent customer service plan and discuss lines of communication and interaction with City Staff and others. Describe how you will respond to immediate communications with City staff for Routine, Urgent and Emergency Requests.
8. Background Check Plan – Describe your process for performing and maintaining employee background checks in accordance with this RFCSP requirement.
9. Training Plan – Describe training and instruction programs that Respondent will provide to its employees working at the City that will perform this City contract. Provide frequency of training, instruction or continuing education. Provide a copy training plan with proposal response.
10. Additional Information - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFCSP ATTACHMENT B.

PRICE SCHEDULE

Posted as separate document

RFCSP ATTACHMENT C.
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at

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

Instructions for completing the Contracts Disclosure form are listed below:

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

RFCSP ATTACHMENT D.

LITIGATION DISCLOSURE FORM

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

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

Yes ____ No ____

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

Yes ____ No ____

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

Yes ____ No ____

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

RFCSP ATTACHMENT E.

Small Business Economic Development Advocacy (SBEDA) Program

Posted as separate document

RFCSP ATTACHMENT F.

UTILIZATION PLAN

Posted as separate document

RFCSP ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

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

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

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

Posted as separate document.

RFCSP ATTACHMENT I.

CERTIFICATE OF INTERESTED PARTIES (Form 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.

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.

RFCSP ATTACHMENT J.

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is attached to Proposal
Table of Contents	
Executive Summary	
General Information Form and References RFCSP Attachment A, Part One	
Experience, Background and Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Price Schedule RFCSP Attachment B	
+Contracts Disclosure Form Per instructions in RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
+SBEDA Utilization Plan RFCSP Attachment F; and Associated Certificates, if applicable	
+Veteran-Owned Small Business Preference Program Tracking Form RFCSP Attachment H	
+Certificate of Interested Parties (Form 1295) RFCSP Attachment I	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
+Signature Page (only required for hard copy submission) Section 7.	
Proposal Checklist RFCSP Attachment J	
+ Criminal Justice Information Services Addendum, Texas Signatory Page Attachment M	
One COMPLETE (1) Original, seven (7) hard copies WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, VOSB, AND/OR PRICING TO BE INCLUDED) and one (1) CD or USB flash drive of entire proposal in PDF format if submitting in hard copy.	
+Signed Addendums, if applicable.	

+Documents marked with an "+" on this checklist require a signature.

Be sure all forms that require a signature are signed prior to submittal of proposal.

RFCSP ATTACHMENT K.

Fire Extinguishers Listing

Posted as separate document

RFCSP ATTACHMENT L
Working with COSA – Keys to faster payments

Posted as separate document

RFCSP ATTACHMENT M
Criminal Justice Information Services (CJIS) Addendum

Posted as separate document

RFCSP ATTACHMENT N
Pre-Submittal Conference Sign-in Sheets

Posted as separate document

**Portable Fire Extinguisher Record
Appendix I**

Posted as separate document

Sample Certificate of Registration Tags

Appendix II

Posted as separate document

Sample System Installation Record

Appendix III

Posted as separate document