



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

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")**  
**NO.: 6100011269; 19-042**

**ANNUAL CONTRACT FOR WATER TREATMENT SERVICES AT THE  
SAN ANTONIO INTERNATIONAL AIRPORT**

Date Issued: **FEBRUARY 19, 2019**

**PROPOSALS MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM, CENTRAL TIME, MARCH 22<sup>29</sup>, 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:

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

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR WATER TREATMENT SERVICES AT THE SAN ANTONIO  
INTERNATIONAL AIRPORT"

Proposal Due Date: 2:00 p.m., MARCH 22<sup>29</sup>, 2019

RFCSP No.: 6100011269; 19-042

Respondent's Name and Address

Proposal Bond: No      Performance Bond: No      Payment Bond: No      Other: No

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None

DBE / ACDBE Requirements: None

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

Pre-Proposal Conference \* YES

\* If YES, the Pre-Proposal conference will be held on FEBRUARY 28, 2019 at 2:00 P.M. at SAN ANTONIO INTERNATIONAL AIRPORT, TERMINAL B MEZZANINE CONFERENCE ROOM, 9700 AIRPORT BLVD, SAN ANTONIO, TX 78216

Staff Contact Person: SONNY MUNIZ, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: OFELIO.MUNIZ@SANANTONIO.GOV

SBEDA Contact Information: BARBARA TREVINO, 210-207-3592, [BARBARA.TREVINO@SANANTONIO.GOV](mailto:BARBARA.TREVINO@SANANTONIO.GOV)

---

## **RESTRICTIONS ON COMMUNICATIONS**

In accordance with §2-61 of the City Code, 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.

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

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

**For additional information, see the section of this RFCSP entitled “Restrictions on Communication”.**

## 002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS.....	3
003 - INSTRUCTIONS FOR RESPONDENTS.....	4
004 - SPECIFICATIONS / SCOPE OF SERVICES .....	13
005 - SUPPLEMENTAL TERMS & CONDITIONS .....	21
006 - GENERAL TERMS & CONDITIONS .....	28
007 - SIGNATURE PAGE .....	34
008 - STANDARD DEFINITION.....	35
009 - ATTACHMENTS .....	37

## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

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

Submission of Hard Copy Proposals. Submit one original **COMPLETE** proposal, signed in ink, five hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; and Proposed Plan (NO SBEDA, VOSB AND/OR PRICING TO BE INCLUDED IN THE 5 COPIES)** and one copy of the of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the 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.

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

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

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

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

#### Forms Requiring Signatures.

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

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

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

Vendor Registration. Respondent is required to register as a vendor with the City prior to the due date for submission of proposals. Respondent may register at the following site: <http://www.sanantonio.gov/purchasing/saeps>. 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 Submitted Through the Portal. 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.

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, flash drive, 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. These price lists are subject to approval of City's Finance Department.

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

#### Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before 10 calendar days prior to the date proposals are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the 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). The point of contact is Barbara Treviño, 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. Treviño 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 proposals.

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

#### Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Respondents are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference 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 and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed one-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. **ORIGINAL and ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP Section 003, Part B, Submission Requirements, and each section and attachment must be indexed and, for hard copy submissions, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk in Section 003, 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 USB flash drive, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

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

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

Delivery Dates. Proposed 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.

Respondent’s Due Diligence.

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

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

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

Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives (“Entity” or “Entities”) to enhance City’s purchasing power. At City’s sole discretion and option, City may inform other Entities that they may acquire items listed in this RFCSP. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this RFCSP. Such acquisition(s) shall be at the prices stated in the proposal, and shall be subject to Respondent’s acceptance. Entities desiring to

acquire items listed in this RFCSP shall be listed on a rider attached hereto, if known at the time of issuance of the RFCSP. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this proposal.

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

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

#### Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

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

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

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

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

#### Evaluation and Award of Contract.

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

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

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. City shall not be liable for any costs, claims, fees, expenses, damages, or lost profits if no Purchase Order is issued.

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



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

#### Inspection of Facilities/Equipment.

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

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

#### Prompt Payment Discount.

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

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

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

#### Prohibited Financial Interest.

The Charter of the City of San Antonio and 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 bid, Bidder warrants and certifies, and a contract awarded pursuant to this IFB 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), Texas Local Government Code.

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

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

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

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, Texas 78204-3114

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

## **PART B**

### **SUBMISSION REQUIREMENTS**

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

#### 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. Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded at:

<http://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. All respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
  - a. names of the agency board members,
  - b. list of positions they hold as board members, and
  - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment C. 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.

**VETERAN-OWNED SMALL BUSINESS (VOSB) PROGRAM TRACKING FORM.** Pursuant to Ordinance No. 2013-12-05-0864, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation. For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation. Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form with the proposal submitted, as Attachment D.

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

#### **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, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

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

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

**Print your completed Form 1295. 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.

**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 subcontractors, if any.

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

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

ADDENDA. Sign and submit addenda, if any.

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

## **EVALUATION CRITERIA**

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. The selection committee may select 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 (45 points)

Proposed Plan (35 points)

Price (20 points)

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### **SCOPE:**

The City of San Antonio, Aviation Department is soliciting bids for a Contractor to provide routine chemical water-treatment services for three 1,400 ton chillers, three 1,400 ton cooling towers, and two boilers, as well as as-needed service calls specified herein for the chilled and/or hydronic loop systems located at the Central Utility Plant (CUP), the Federal Aviation Administration (FAA) Tower, Terminal A (TA), Terminal B (TB), and the Consolidated Rental Car Facility (CONRAC) at the San Antonio International Airport. This service is required to maintain operating efficiency and prevent corrosion or scaling of the hydronic loop systems.

### **SPECIFICATIONS:**

#### **1.0 GENERAL**

##### **1.1 SUMMARY**

- A. Contractor shall provide all supervision, materials, equipment, and labor necessary to provide chemical water-treatment services for the hydronic loop systems located at the CUP, FAA Tower, TA, TB and CONRAC at the San Antonio International Airport. Scope of work includes:
  - 1. Contractor shall provide chemical water treatment of the closed loop heating, hot-water system serving the FAA Tower, TA, and TB.
  - 2. Contractor shall provide chemical water treatment of the closed loop, chilled-water system serving the CUP, the FAA Tower, TA, TB and CONRAC.
  - 3. Contractor shall provide chemical water treatment of the open loop condenser water system serving the CUP.
  - 4. Contractor shall replace the existing chemical water treatment system serving the open loop condenser water system for the CUP with Contractor equipment.
  - 5. Contractor shall facilitate the provision of water treatment chemicals to control scale, corrosion, biological fouling and biological foaming.
  - 6. Contractor shall supervise water treatment program consisting of on-the-spot analysis, off-site laboratory testing of water samples collected, and submittal of weekly written reports to the Aviation HVAC Superintendent (Superintendent) stating current conditions and recommendations for maintaining optimal controls.
  - 7. Contractor shall respond to service calls from the City within the response times listed in this contract. Service calls shall include, but not be limited to, failures with Contractor systems and diminished water quality.
  - 8. Existing locations of equipment and piping, including sampling points and locations of chemical injectors, shall be re-used.
  - 9. Any relocation of the chemical feed point shall be coordinated with City personnel and shall be performed by Contractor's licensed plumbing contractor at the direction of CDDR and at Contractor's expense.

##### **1.2 COORDINATION**

- A. Within 30 days of contract award, existing water treatment equipment will be removed by incumbent Contractor and replaced by successful bidder.
- B. Transition period of incumbent Contractor equipment and successful bidder equipment will be coordinated by the Superintendent and will occur within a 24-hr period.
- C. City Point of Contact for this contract is the Superintendent or Aviation's HVAC Supervisor.
- D. Water treatment equipment will remain the property of Contractor during the term of the contract.
- E. Contractor will be required to remove their equipment at the end of the contract term.
- F. City reserves the right to conduct, at random, independent third party laboratory testing of the loop water to ensure that the water quality is maintained as required by this specifications. Such third party

- laboratory testing shall be conducted at City's expense.
- G. Storage space will be provided for supplies at the CUP. Space will be limited.

### 1.3 REFERENCE STANDARDS

- A. The latest published edition of a reference shall be applicable to this contract unless identified by a specific edition date.
- B. All reference amendments adopted prior to the effective date of this contract shall be applicable to all work performed.
- C. All materials, installation and workmanship shall comply with the applicable requirements and standards addressed within all references.
- D. Contractor must follow prevailing National and Local codes and standards for all work performed. The awarded Contractor shall perform all required service. Service shall NOT be subcontracted.
- E. All replaced components of equipment must be labeled with the correct designation as indicated on the schematics and/or prints or drawings furnished by the Superintendent or as required to matching existing conditions.
- F. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

### 1.4 SCHEDULE

- A. Water treatment shall be done on a weekly basis for the CUP and on a quarterly basis for the closed loop systems located at the FAA Tower, TA, TB and CONRAC. Additional on-site service visits may be required as requested by the City.
- B. Contractor shall schedule service appointments during normal working hours, 8:00 AM to 4:30 PM Monday through Friday.
- C. Service Response Times when Called by City: Provide on-site response times as follows:
  - 1. Non-Emergencies:
    - Normal Working Hours (8AM to 4:30PM) – 4 hours or less after notification and on the same day.
    - After Hours (4:30PM to 8AM) and Weekends/Holidays – 4 hours or less after notification and on the same day.
  - 2. Emergencies:
    - Normal Working Hours (8AM to 4:30PM) – 2 hours or less after notification and on the same day.
    - After Hours (4:30PM to 8AM) and Weekends/Holidays 2 hours or less after notification and on the same day.

### 1.5 CONTRACTOR QUALIFICATIONS:

- A. Contractor must supply an experienced installer who is an authorized representative of the chemical treatment manufacturer for all chemical treatment equipment required for this contract.
- B. Contractor must be HVAC water treatment experienced with certified water technologists, capable of analyzing water qualities, installing water-treatment equipment. Contractor shall have at least five (5) years of experience maintaining water treatment systems of similar size.
- C. Contractor shall have access to a contract laboratory to conduct lab testing of samples collected from Aviation sites. Documentation of access to such lab shall be provided upon award.
- D. Contractor shall have access to a contract laboratory capable of assisting in solutions of problems in the event issues arise that cause loss of efficiency or equipment damage. When samples are taken for solution of problem issues and submitted for analysis, results must be reported to Superintendent.
- E. Contractor shall be responsible for ensuring work areas are clean and all discarded materials, including empty chemical containers, are properly disposed of off of SAAS Property on each on-site service visit.
- F. Contractor shall instruct its employees on OSHA and Facilities Maintenance safety practices and policies while working at SAAS Facilities. Contractor shall continually supervise to assure all practices are being followed at all times.
- G. Contractor shall not shut off power and/or equipment/systems without prior approval and scheduling with Superintendent.

### 1.6 WATER TREATMENT SERVICES:

Contractor shall provide all chemicals and services in order to maintain water conditions as stated in this

contract to inhibit corrosion, scale formation, and biological growth for cooling, chilled-water piping, heating, hot-water piping, condenser-water piping and equipment. Services and chemicals shall include the following:

A. WATER ANALYSIS

1. Contractor shall perform a weekly analysis of the San Antonio Water System (SAWS) potable make-up water to determine the type and quantities of chemical treatment needed to maintain the water quality as specified in "Performance Requirements" section of this contract.
2. Contractor shall adjust as needed the make-up water feed to the hydronic loops according to its analysis to meet water quality requirements.

B. CHEMICAL FEED SYSTEM SERVICES

1. Closed-Loop Hydronic System – is equip with one bypass feeder on each system with isolating and drain valves downstream from circulating pumps, unless otherwise indicated.
  - a. Contractor shall quarterly introduce chemical treatment through bypass feeder, or as required or indicated by test.
2. Open-Loop, Condenser Water System  
Contractor shall perform open-loop services on a weekly basis:
  - a. Contractor shall pump sequestering agent and corrosion inhibitor from solution tank into condenser water supply to FAA tower.
  - b. Contractor shall intermittently feed biocide to condenser water to achieve a toxic level of the chemical to kill the organism present.
  - c. Contractor shall change biocides periodically to avoid chemical immunity.
  - d. Contractor shall activate chemical solution pump from water meter in makeup water line to cooling tower when condenser water pumps are running.
  - e. Contractor shall direct equipment to automatically feed chemical with electronic solid-state controllers.
  - f. Contractor shall direct equipment to deactivate solution pump and signal alarm by a liquid-level switch in each solution tank when chemical levels are low.

C. CHEMICAL TREATMENT TEST EQUIPMENT

Contractor shall install new coupons and inspect them quarterly to confirm the following corrosion rates:

1. Mild steel 1-2 mil/yr
2. Copper 0.1-0.2 mil/yr

D. MISC

1. Contractor shall train City employees on-site on use of water treatment equipment, and handling and administering treatment chemicals.
2. Contractor shall provide regular field service and consultations as needed and requested by Contractor.

E. ANNUALS:

Annual chiller and boiler inspections will be conducted by City's HVAC maintenance Contractor. The Contractor awarded this contract shall be in attendance for annuals and shall ensure equipment passes these inspections.

- a. Boilers shall have clean tubes and headers. If tubes and headers do not pass inspections, Contractor shall be responsible for cleaning tubes and headers immediately.
- b. Chiller tubes must brush clean. If chiller tubes do not brush clean during inspections, Contractor shall be responsible for cleaning tubes immediately.
- c. Contractor shall photograph and/or video these inspections and provide to City copies of the documents upon City's request.

1.7 PERFORMANCE REQUIREMENTS

A. Water Quality

1. Water quality for HVAC systems shall inhibit corrosion, scale buildup, and biological growth for optimum efficiency of HVAC equipment without creating a hazard to operating personnel or

environment.

2. Contractor shall base chemical treatment performance requirements on quality of water available at Aviation site, HVAC system equipment material characteristics and functional performance characteristics, operating personnel capabilities, and requirements and guidelines of authorities having jurisdiction.
3. Softeners: The condensing water makeup of the Airport CUP will require split stream of soft and hard water. Successful bidder will work to achieve the optimal blend of water based on operational conditions. Bidder shall meet, 1.7 Section C, Open Hydronic Parameters, with respect to salt consumption and regeneration frequency and check softener for proper operation. City will provide salt.

B. Closed Hydronic Systems Parameters

Heating hot-water and chilled water shall be maintained essentially free of scale, corrosion, and fouling to sustain the following water characteristics:

1. pH: Maintain a value within 10 to 12.
2. Turbidity: Maintain a value less than 15 NTU.
3. Boron: Maintain a value within 400 to 600 ppm.
4. Chemical Oxygen Demand: Maintain a maximum value of 100 ppm.
5. Soluble Copper: Maintain a maximum value of 0.20 ppm.
6. TDS: Maintain a maximum value of 3000 ppm.
7. Ammonia: Maintain a maximum value of 5 ppm.
8. Free Caustic Alkalinity: Maintain a maximum value of 20 ppm.
9. Microbiological Limits:
  - a. Total Aerobic Plate Count: Maintain a maximum value of 1000 organisms/ml.
  - b. Total Anaerobic Plate Count: Maintain a maximum value of 100 organisms/ml.
  - c. Nitrate Reducers: Maintain a maximum value of 100 organisms/ml.
  - d. Sulfate Reducers: Maintain a maximum value of 0 organisms/ml.
  - e. Iron Bacteria: Maintain a maximum value of 0 organisms/ml.
10. Treatment:
  - a. Hot water, closed cooling and chilled water mixture of sodium nitrite, borax and molybdate with other copper alloy inhibitor; non-oxidizing, non-cationic biocide, or a mixture of an approved equal.

C. Open Hydronic Systems Parameters

Including condenser water, shall be treated to sustain the following water characteristics:

1. pH: Maintain a value within 7.5 to 9.5.
2. Langelier Saturation Index: Maintain a maximum value of +2.5 ppm.
3. Chemical Oxygen Demand: Maintain a maximum value of 100 ppm.
4. Soluble Copper: Maintain a maximum value of 0.20 ppm.
5. Conductivity: Maintain a maximum value of 2000 to 2400 uS/cm.
6. Ammonia: Maintain a maximum value of 20 ppm.
7. Free "OH" Alkalinity: Maintain a maximum value of 0 ppm
8. Silica: Maintain a maximum value of 125 ppm
9. Microbiological Limits:
  - a. Total Aerobic Plate Count: Maintain a maximum value of 10,000 organisms/ml.
  - b. Total Anaerobic Plate Count: Maintain a maximum value of 1000 organisms/ml.
  - c. Nitrate Reducers: Maintain a maximum value of 100 organisms/ml.
  - d. Sulfate Reducers: Maintain a maximum value of 0 organisms/ml.
  - e. Iron Bacteria: Maintain a maximum value of 0 organisms/ml.
10. Polymer Testable: Maintain a minimum value within 10 to 40.
11. Treatment: organic phosphonate and polymeric dispersant with copper alloy inhibitor, or other chromate- free treatment in liquid form; suitable for pumping from containers directly to water system.
  - a. Alternate two biocides, one oxidizer and one non-oxidizer; increase dosage when significant amount of algae or slime are detected after system operations.



- b. Compounds of mercury, copper or arsenic shall not be permitted.
- 12. Bleed off:
  - a. Automatically controlled by condenser water conductivity and water meter signals.
  - b. To maintain average goal of 4 cycles of make-up water to minimize corrosion and scale formation.

## 1.8 REPORTING:

- A. Contractor shall provide weekly field quality-control test reports to indicate inhibitor levels, pH, conductivity, equipment conditions, chemical inventory and water usage data.
- B. Contractor shall provide operation and maintenance data for sensors, injection pumps, and controllers to include emergency, operation, and maintenance manuals within 30 days of contract award.
- C. Contractor shall provide annual laboratory analysis reports from the Contractor's laboratories on all appropriate samples of the treated systems.
- D. Contractor shall NOT tie into the Airport phone/data system for monitoring purposes. Contractor shall provide phone card for data acquisition.
- E. Contractor shall provide customer reports, charts and log sheets when requested by City.
- F. Contractor shall provide all analyses and reports of all chemical items concerning safety and compliance with government regulations when requested by City.

## 2.00 **EQUIPMENT & CHEMICALS OR MATERIALS**

### 2.1 EXISTING CITY EQUIPMENT (Informational only; not required to be installed by Contractor)

#### A. CHEMICAL FEEDING EQUIPMENT

##### Bypass Feeders

Cast iron or steel, for introducing chemicals into system; with funnel shutoff valve on top, air-release valve on top, drain valve on bottom, and recirculating shutoff valves on sides.

- 1. Capacity: 5 gal. (19 L).
- 2. Working Pressure: 125 psig.

#### B. HOT-WATER/CHILLED-WATER FILTRATION UNIT

- 1. Filtration Unit: Stainless-steel housing and polypropylene filter with polypropylene core.
- 2. Replaceable Filter Media: Compatible with antifreeze and water-treatment chemicals.
- 3. Filter Media for Sediment Removal Service: Rated at 98 percent efficiency for 20- micrometer

### 2.2 EQUIPMENT TO BE INSTALLED BY CONTRACTOR

#### A. Inhibitor Injection Timers:

- 1. Microprocessor-based controller with LCD display in NEMA 4X, Type 12 enclosure with gasketed and lockable door.
- 2. Programmable timers with infinite adjustment over full range, and mounted in cabinet with hand-off-auto switches and status lights.
- 3. Test switch.
- 4. Hand-off-auto switch for chemical pump.
- 5. Illuminated legend to indicate feed when pump is activated.
- 6. Programmable lockout timer with indicator light. Lockout timer to deactivate the pump and activate alarm circuits.
- 7. LCD makeup totalizer to measure amount of makeup and bleed-off water from two water meter inputs.
- 8. Timer mode includes: Choice of percent timer, water meter timer, limit timer and 28-day programmable timer.

#### B. pH Integral Controller:

- 1. Microprocessor-based controller, 1 percent accuracy in a range from zero to 14 units.
- 2. Incorporated solid-state integrated circuits and digital LCD display in NEMA 250, Type 12 enclosure with gasketed and lockable door.
- 3. Digital display and touch pad for input.
- 4. Sensor probe adaptable to sample stream manifold.
- 5. High, low, and normal pH indication.
- 6. High or low pH alarm light, trip points field adjustable; with silence switch.
- 7. Hand-off-auto switch for acid pump.
- 8. Internal adjustable hysteresis or deadband.

#### C. Chemical Solution Tanks:

1. Chemical-resistant reservoirs fabricated from high-density opaque polyethylene with minimum 110 percent containment vessel.
2. Double walled construction.
3. Molded cover with recess for mounting pump.
4. Capacity: 50 gal.
- D. Chemical Solution Injection Pumps:
  1. Self-priming, positive-displacement; rated for intended chemical with minimum 25 percent safety factor for design pressure and temperature.
  2. Adjustable flow rate.
  3. Metal and thermoplastic construction.
  4. Built-in relief valve.
  5. Fully enclosed, continuous-duty, single-phase motor.
- E. Chemical Solution Tubing: Polyethylene tubing with compression fittings and joints except ASTM A 269, Type 304, stainless steel for steam boiler injection assemblies.
- F. Injection Assembly:
  1. Quill: Minimum NPS 1/2 (DN 15) with insertion length sufficient to discharge into at least 25 percent of pipe diameter.
  2. Ball Valve: Two-piece, stainless steel.
  3. Packing Gland: Mechanical seal on quill of sufficient length to allow quill removal during system operation.
  4. Assembly Pressure/Temperature Rating: Minimum 600 psig (4137 kPa) at 200 deg F (93 deg C).
  5. Materials of construction: Stainless steel 316, Nickel alloy, Carpenter 20, PVC.
- G. Fail-Safes and Alarms
  1. Corrosion safety interlock: Alarm indication, lock-out all chemical feed, open bleed-off valve to flush corrosive water from system.
  2. PH interlock: Alarm indication, lock-out all chemical feed, open bleed-off valve to reduce TDS in cooling tower water.
  3. Flow interlock (on loss of flow): Alarm indication, lock-out all control outputs and chemical feeds.
- H. Low-Level Alarms
  1. Low-level alarm system to monitor chemical solution level in inhibitor, ph modifier (acid or alkali), biocide, and dispersant drums.
  2. Alarm probes, suitable for use in 55 gal (207 L) drum and connected with flexible cable.
  3. Signal output suitable for remote alarm function in addition to local alarm.
- I. Agitator: Direct drive, 1750 rpm, mounted on tank with angle adjustment.
  1. Fully enclosed, continuous-duty, 120-V, 60-Hz, 1-phase motor.
  2. Stainless-steel clamp and motor mount, with stainless-steel shaft and propeller.
    - a. If bidder's proposed system does not need agitator to maintain water quality parameters, then agitator information will not apply. Agitators are not a basis of evaluation.
- J. Packaged Conductivity Controller: Solid-state circuitry, 5 percent accuracy, linear dial adjustment, built-in calibration switch, on-off switch and light, control-function light, output to control circuit, and recorder.
- K. Cold-Water Meter: Positive-displacement type with sealed, tamperproof magnetic drive; impulse contact register; single-pole, double-throw, dry-contact switch.
  1. Turbine type with bronze or cast-iron body rated for 125 psig (860 kPa).
  2. Magnetic-drive or mechanical-impulse contactor matched to signal receiver.
  3. At least six-digit totalizers.
  4. 120 VAC.
- L. Plastic-Body Strainer: Rigid PVC or CPVC with cleanable stainless-steel strainer element.

## 2.3 CHEMICALS

- A. Contractor shall furnish chemicals recommended by a water-treatment system manufacturer and compatible with piping system components and connected equipment.
  1. Use of sulfuric acid in the chemical treatment process is NOT acceptable. Contractor shall use a City approved alternative to sulfuric acid.
  2. Use of dyes/tracers is acceptable but not a requirement. A chemical water treatment system with reliable monitoring is required.
  3. Use of dyes/tracers will NOT be the sole basis of evaluation for reliability nor will it be the basis of evaluation for award.

- B. System Cleaner: Liquid alkaline compound with emulsifying agents and detergents to remove grease and petroleum products.
- C. Biocide: Chlorine release agents or microbiocides.
- D. Closed-Loop, Water Piping Chemicals: Sequestering agent to reduce deposits and adjust pH, corrosion inhibitors, and conductivity enhancers.
- E. Open-Loop, Condenser Water Piping Chemicals: Sequestering agent to inhibit scaling, acid to reduce alkalinity and pH, corrosion inhibitor, and biocide.
- F. Return of Unused Chemicals: If contract is terminated at any time, Contractor shall be responsible to collect and take back all surplus chemicals, testing hardware and all surplus chemical testing reagents provided by the Contractor.

### **3.00 EXECUTION**

#### **3.1 INSTALLATION REQUIREMENTS**

- A. Install chemical application equipment on concrete bases, level and plumb. Maintain manufacturer's recommended clearances. Arrange units so controls and devices are accessible. Anchor chemical tanks and floor-mounting accessories to substrate.
- B. Install interconnecting control wiring for chemical treatment controls and sensors.
- C. Mount sensors and injectors in piping circuits.
- D. Install automatic chemical-feed equipment for condenser water loop system and include the following:
  - 1. Install inhibitor injection pumps and solution tanks with injection timer sensing contacts in water meter.
    - a. Pumps shall operate for timed interval on contact closure at water meter in makeup water supply connection. Injection pump shall discharge into condenser water piping.
  - 2. Install test equipment and provide test-kit to Superintendent. Install test-coupon assembly in bypass circuit around circulating pumps, unless otherwise indicated on Shop Drawings.
  - 3. Install TDS controller with sensor and bleed valves.
    - a. Bleed valves shall cycle to maintain maximum TDS concentration.
  - 4. Install pH, conductivity and orp sensors with integral controller, injection pumps and solution tanks.
    - a. Injector pumps shall operate to maintain required pH and orp.
  - 5. Install biocide feeder alternating timer with two sets of injection pumps and solution tanks.
    - a. Injection pumps shall operate to feed biocide on an alternating basis.
- E. Install corrosion resistant drip pan, a minimum of 3 in (75 mm) high, under tanks and pumps. Intent is to contain minor leaks.

#### **3.2 EQUIPMENT CONNECTIONS**

- A. Install piping adjacent to equipment to allow service and maintenance.
- B. Make piping connections between HVAC water-treatment equipment and dissimilar-metal piping with dielectric fittings.
- C. Install unions, shutoff valves on HVAC water-treatment equipment inlet and outlet.
- D. Provide backflow preventers.
- E. Confirm applicable electrical requirements for connecting electrical equipment.
- F. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- G. Provide appropriate equipment grounding.
- H. Contractor shall perform field verification to coordinate tap and sensor locations on the existing systems and comply with the water treatment systems manufacturer's requirements.

#### **3.3 FIELD QUALITY CONTROL**

- A. Initial equipment inspections:
  - 1. Contractor shall engage a factory-authorized service representative to perform startup service as follows:
    - a. Inspect field-assembled components and equipment installation, including piping and electrical connections. Report results in writing to City after inspection is complete.
    - b. Inspect piping and equipment to determine that systems and equipment have been cleaned, flushed, and filled with water, and are fully operational before introducing chemicals for water-treatment system.
    - c. Place HVAC water-treatment system into operation and calibrate controls during the preliminary phase of HVAC systems' startup procedures.

2. Test chemical feed piping as follows:
  - a. Do not enclose, cover, or put piping into operation until it is tested and satisfactory test results are achieved.
  - b. Test for leaks and defects. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.
  - c. Leave uncovered and unconcealed new, altered, extended, and replaced water piping until it has been tested and approved. Expose work that has been covered or concealed before it has been tested and approved.
  - d. Cap and subject piping to static water pressure of 50 psig (345 kPa) above operating pressure, without exceeding pressure rating of piping system materials. Isolate test source and allow test pressure to stand for 4 hours. Leaks and loss in test pressure constitute defects.
  - e. Repair leaks and defects with new materials and retest piping until satisfactory results are obtained.
  - f. Prepare test reports, including required corrective action and submit to City after completion.

### 3.4 ADJUSTING

- A. Sample boiler water at 1-week intervals after startup for a period of 5 weeks, and prepare certified test report for each required water performance characteristic. Where applicable, comply with ASTM D3370 and the following standards:
  1. Silica: ASTM D859.
  2. Steam System: ASTM D1066.
  3. Acidity and Alkalinity: ASTM D1067.
  4. Iron: ASTM D1068.
  5. Water Hardness: ASTM D1126.
- B. Occupancy Adjustments: Within 12 months of installation, perform two separate water analyses to prove that automatic chemical feed systems are maintaining water quality within Performance Requirements specified above. Perform analyses at least 60 days apart. Submit written reports of water analysis to City after reports are complete.

### 3.5 DEMONSTRATION AND TRAINING

- A. Engage a factory-authorized service representative to train City's maintenance personnel to adjust, operate, and maintain HVAC water-treatment systems and equipment.
- B. Train City's maintenance personnel on procedures and schedules for starting and stopping, troubleshooting, servicing, and maintaining equipment and schedules. Provide at least seven calendar days advance notice for scheduling training.
  1. Provide a complete set of written instructions for the implementation of control procedures and practices for the assurance of compliance to all systems specified herein.
  2. Include in bid the cost for providing annual on-site training to SAAS Facilities Maintenance/HVAC technicians and related contracted technicians. Instructions will consist of methods to conduct proper sampling, testing, and procedures to ensure compliance with the proper levels of water treatment.
  3. Provide chemical testing procedures for the chemical treatment.
- C. Review manufacturer's safety data sheets for handling of chemicals.
- D. Review data in Contractor equipment maintenance manuals, especially data on recommended parts, inventory. Supply sources and availability of parts and service.
- E. Demonstration and training of City's maintenance personnel does not relieve Contractor of their contractual responsibilities and does NOT make City liable for maintaining loop water quality, testing or any incidents that may occur due to lapse in Contractor's oversight.

### 3.6 FINAL CONNECTION TO SITE UTILITIES

- A. Do not start water treatment of the loop until the water treatment Contractor has certified the chemical parameters of the chemical treatment system.
- B. After connecting the chemical treatment system to the loop, remove any temporary bypass pipes and or caps installed.

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

The anticipated term of the proposed contract is 3 years with 2, one year renewals from July 1, 2019 or the date of City Council approval, whichever is later.

### Renewals.

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

### Temporary Short Term Extensions.

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

### All or None Bid.

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

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

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

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

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

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

### 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 proposed 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, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Aviation Department, which shall be clearly labeled "**Water Treatment Services at San Antonio International Airport**" 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 have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to 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 Aviation 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 Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent'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:

<b>INSURANCE TYPE</b>	<b>LIMITS</b>
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: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence. (\$5,000,000 per occurrence if AOA access is required)

- D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. 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 endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Aviation Department – Facilities Maintenance Division  
9800 Airport Blvd.  
San Antonio, Texas 78216

- F) Respondent 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, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend

Respondent'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 Respondent'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 Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.
- I) Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.
- J) It is agreed that Respondent'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) Respondent 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  
Attachment C – Litigation Disclosure Form  
Attachment D – Veteran-Owned Small Business Program Tracking Form  
Attachment E – Proposal Checklist

#### Mandatory Federal Contract Provisions

##### I. Title VI Notice

The City of San Antonio in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

##### II. General Civil Rights Provisions

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

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



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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### V. Federal Fair Labor Standards Act

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

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

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

#### VII. DRUG-FREE WORKPLACE

##### (a) Definitions. As used in this clause—

“Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act ([21 U.S.C. 812](#)) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - (2) Establish an ongoing drug-free awareness program to inform such employees about—
    - (i) The dangers of drug abuse in the workplace;
    - (ii) The Contractor's policy of maintaining a drug-free workplace;
    - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b) (1) of this clause;
  - (4) Notify such employees in writing in the statement required by paragraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will—
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
  - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
  - (6) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    - (i) Taking appropriate personnel action against such employee, up to and including termination; or
    - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b) (1) through (b) (6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR [23.506](#), render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

## 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 Respondents.

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.

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

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

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

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

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

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

#### Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. 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. Unless otherwise provided in the Supplemental Terms and Conditions section of this document, all prices shown on the Price Schedule shall remain firm for the duration of the contract. Vendor's price stated on the Price Schedule shall be deemed a maximum price. Vendor may provide a lower price at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

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

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

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

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

#### Termination.

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

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

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

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

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

#### INDEMNIFICATION.

**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 IIIC.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), addendums, attachments, purchase orders, and exhibits, if any, and Respondent's proposal, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. City's solicitation documents shall control over Respondent's proposal in the event of a conflict. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor. Any addendums issued to the final electronically posted online version of this solicitation shall control in the event of a conflict therewith. Addendums shall be interpreted in order of the date issued, with those issued most recently taking priority.**

## 007 - SIGNATURE PAGE

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

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

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

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

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

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

Respondent Information  
Please Print or Type

Vendor ID No. \_\_\_\_\_

Signer's Name \_\_\_\_\_

Name of Business \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

City's Solicitation No. \_\_\_\_\_

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

## 008 - STANDARD DEFINITION

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

All-or-None Proposal – 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.

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

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

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

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

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

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

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

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

Performance Deposit - security provided by the Respondent to protect City against loss due to the Respondent'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 Respondent, 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 four (4) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided. Do not use City contracts as references.

### Reference No. 1:

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

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

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

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

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

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

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

\_\_\_\_\_

### Reference No. 2:

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

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

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

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

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

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

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

\_\_\_\_\_

### Reference No. 3:

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

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

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

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

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

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

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

\_\_\_\_\_



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

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

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

1. Describe Respondent's experience relevant to the Minimum Qualifications for water treatment services requested by this RFCSP to include the following:

- a. List and describe relevant contracts or projects performed over the past three (3) years.
- b. Indicate the number of years Respondent has provided commercial water treatment services as defined in this RFCSP.
- c. Indicate the number of labor disputes within the past three (3) years in which the Respondent's involvement resulted in a work stoppage or reduction in service level. Provide explanation detailing the circumstances for each dispute, location, and outcome.

2. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant past experience with similar systems and scope performed at airports or similar 24/7 facilities over the past four (4) years. Identify associated results or impacts of the work performed. Indicate challenges and how they were met. Include client name, year installed, and service duration.

3. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, then identify the name of the project and the department for which Respondent provided those services.

4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project. Describe the experience and skill levels of your employees who would be providing water treatment services if you are awarded this contract, including license levels, years of experience, and specific projects completed.

5. Submit equipment data to included rated capacities, operating characteristics, furnished specialties, and accessories for the following products:

1. Water meters.
2. Inhibitor injection timers.
3. pH controllers.
4. Total dissolved solids (TDS) controllers.
5. Chemical solution tanks.
6. Injection pumps.
7. Chemical test equipment.
8. Chemical material safety data sheets.

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

## RFCSP ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit the following items. Provide response below each item.

**1. Staffing Plan** – Describe Plan to include:

- a. Describe Respondent's Staffing Plan on providing trade services; include a job description for each position that is included in the Staffing Plan. Indicate which, if any, positions, Respondent is planning to fill with current, experienced qualified local service employees to perform work. Include work hours and number of employees scheduled during the work hours, and problem resolution with staff scheduling.
- b. Describe Respondent's plan for ensuring that vehicles and uniforms clearly identify company name.
- c. Describe training and instruction programs that Respondent will provide to its employees working on this City contract. Describe how Respondent and individuals assigned will meet the City requirements as pertained to training.

**2. Service Plan** – Describe Plan to include:

- a. Process for receiving and responding to service requests to include both emergency and nonemergency notifications. Also include plan for providing "priority" service to the City as well as plan to successfully meet response times for emergency and non-emergency calls.
- b. Provide samples of service call related documents that Respondent proposes to utilize. Sample documents shall include, but not limited to, work tickets and visit reports/findings.
- c. Provide Respondent's procedure for notifying the City regarding delays.
- d. Submit shop drawings to include pretreatment and chemical treatment equipment (to be installed at airport, if awarded) showing tanks, maintenance space required, and piping connections to HVAC systems.
  1. Site visits for the preparation of shop drawings may be scheduled by appointment only with the Aviation HVAC Superintendent (Superintendent), Pat Patton, 210-908-8180. **Appointments will only take place between the hours of 9:00 a.m. and 3:00 p.m., weekdays beginning on March 6, 2019 through March 13, 2019. Potential bidders will be escorted at all times by Aviation personnel.** Questions may NOT be asked during site visits. Questions as a result of the site visit must be submitted in writing.
- e. Describe contract administration/communication procedures. Discuss lines of communications and interaction with City staff and others.

**3. Safety Plan** – Describe Respondent's safety plan. Said plan must address all aspects of the Respondent's safety procedures including responsibility for OSHA compliance, drug testing, trend analysis, corrective action and interface with City inspectors.

**4. Quality Assurance/Quality Control (QA/QC) Plan** – Describe Respondent's QA/QC Plan to include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with City, and control of subcontractors' performance, if any.

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

**RFCSP ATTACHMENT B**  
**PRICE SCHEDULE**

Price to be all inclusive, including, but not limited to, all direct and indirect costs, operating expenses, overhead and profit.

**ITEM 1:**

<u>Estimated Annual Quantity (A)</u>	<u>Description</u>	<u>Price per Mo. (B)</u>	<u>Ext. Price (A x B)</u>
12 MO.	WATER TREATMENT SERVICES FOR THE SAN ANTONIO INTERNATIONAL AIRPORT, AS SPECIFIED HEREIN	\$ _____	\$ _____
		<b>Total Annual Cost</b>	<b>\$ _____</b>

Prompt payment discount \_\_\_\_\_% \_\_\_\_\_days (if no discount offered 30 days will apply)

**RFCSP ATTACHMENT C**  
**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 D**

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

(Posted as a separate document)

## RFP ATTACHMENT E

### PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment A Part One	
Experience, Background & Qualifications RFCSP Attachment A Part Two	
Proposed Plan RFCSP Attachment A Part Three	
Price Schedule RFCSP Attachment B	
+Contracts Disclosure form	
Litigation Disclosure RFCSP Attachment C	
* Veteran-Owned Small Business Program Tracking Form RFCSP Attachment D	
<del>+Proposal Bond and Associated Power of Attorney</del>	
* Certificate of Interested Parties (Form 1295)	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
+Signature Page (only required for a hard copy submission) RFCSP Section 007.	
Proposal Checklist RFCSP Attachment E	
+ Addendum, if any	
One <b>COMPLETE</b> (1) Original, <b>5</b> hard copies <b>WITH ONLY TABS and documents for Executive Summary; General Information Form; Experience, Background, and Qualifications; and Proposed Plan (NO SBEDA or PRICING TO BE INCLUDED in the 5 copies)</b> and one (1) CD or USB flash drive of entire proposal in PDF format.	

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

**Be sure all forms that require a signature are done so prior to submittal of proposal.**