



CITY OF SAN ANTONIO
FINANCE DEPARTMENT, PROCUREMENT DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSALS (“RFCSP”)
NO.: **6100017851; 24-084**

ANNUAL CONTRACT FOR FIRE SPRINKLER INSPECTIONS, MAINTENANCE, AND REPAIR
SERVICES

Date Issued: **May 24, 2024**

PROPOSALS MUST BE RECEIVED NO LATER THAN:
11:00 a.m., CENTRAL TIME, JULY 22, 2024

Proposals must be submitted by the following means:

Response submissions will only be accepted electronically through the portal.

Proposal Due Date: 11:00 a.m. Central Time, July 10, 2024

RFCSP No.: 6100017851; 24-084

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes DBE / ACDBE Requirements: None

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

Pre-Submittal Conference * YES

*If YES, the Pre-Submittal Conference will be held at 9:00 a.m., Central Time, on June 5, 2024, via WebEx. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

Respondents may call the toll-free number listed below and enter access code to participate the day of the conference.

Dial-In Number: 1-415-655-0001 | **Access Code:** 2632 600 8751 | **Meeting Password:** COSA24

Join from the meeting link:

<http://sanantonio.webex.com/sanantonio/j.php?MTID=mb1d3573b6a23bab0515b4bc1c0be0833>

Additionally, site visits will be held on **Wednesday, June 5, 2024**, at the respective times shown below:

1:00 pm	City Tower – 100 W Houston St, San Antonio, TX 78205
2:00 pm	Plaza De Armas - 115 Plaza De Armas, San Antonio, TX 78205
3:00 pm	Municipal Plaza Building – 114 W Commerce St, San Antonio, TX 78205
4:00 pm	Commanders House Senior Center – 622 S Flores St, San Antonio, TX 78204

Below are the measures that shall be followed by all Respondents to ensure the safety of all attendees during the in-person site visit.

- a. Respondents interested in attending the in-person site visit must RSVP by June 3, 2024, at 4:00 PM CT via email to Stephanie Nouman, Procurement Specialist III, at Stephanie.Nouman@sanantonio.gov .
- b. All attendees must check-in with City's procurement staff member present to sign-in.

Staff Contact Person: Stephanie Nouman, PROCUREMENT SPECIALIST III, 210-207-6075, Stephanie.Nouman@sanantonio.gov

SBEDA Contact Information: 210-207-3922, SBEDAdocs@sanantonio.gov

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

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

- (1) Any individual seeking a high-profile contract;
- (2) Any owner, officer, officer of board and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501 (c)(3), 501(c)(4) and 501(c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- (3) The legal signatory of the high-profile contract;
- (4) Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- (5) Subcontractors hired or retained to provide services under the high-profile contract; and
- (6) Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

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

****For this solicitation, the first day contributions are prohibited is June 10, 2024.
The first day contributions may be made is the 31st day after the contract is approved at a City Council “A” Session.***

RESTRICTIONS ON COMMUNICATIONS

In accordance with Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 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 approved at a City Council “A” session.

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”.

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003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals. Respondents must submit proposals electronically.

Submission of Electronic Proposals. Submit one (1) **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

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. 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. 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 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: <https://www.sa.gov/Directory/Departments/Finance/About/Divisions/Procurement/Become-a-Vendor>. 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.

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 (1) 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 in any of the

following formats: paper copy, flash drive, or CD ROM. Catalogs shall be mailed to the Finance Department, Procurement Division, P.O. Box 839966, San Antonio, TX 78283-3966 prior to bid opening. Bidder shall submit a 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 and 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.

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 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 approved at a City Council "A" session.

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 until **11:00 a.m., Central Time, on June 10, 2024**. 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.

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 (2) business days from City's request. Respondents may also respond to requests by the Staff Contact Person for best and final offers, which do allow Respondents to change their proposals. Requests for best and final offers will be clearly designated as such. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related

to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at SBEDAdocs@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at vendors@sanantonio.gov 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. Pre-Submittal Conference participation is optional, but highly encouraged.

Call the Staff Contact Person for information 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. Websites or URLs shall not be submitted in lieu of the electronic submission through City's portal. **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 in a Table of Contents page. For electronic submissions, 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 (1) 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 seven (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. Proposals submitted electronically may be withdrawn electronically.

Proposal Opening. The names of the respondents will be publicly read aloud online through WebEx at 11:30 a.m. CT on the day the proposals are due. In accordance with state law, the contents will not be revealed until after the contract is awarded.

Join by phone: 1-415-655-0001
Meeting number (access code): 2633 992 1962
Meeting password: COSA

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 ten (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 2% 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 §§ 2-42 and 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 RFCSP 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/forms/conflict/>

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together by mail to the Office of the City Clerk. Please mail to:

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

Do not include these forms with your sealed bid. The Procurement 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.

Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors) and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFCSP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

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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, Attachment C, with the proposal. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
- Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>

1. Download form and complete all fields. 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 and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
 - 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 D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

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. Respondent must complete and return Form 1295 with the proposal submitted, as Attachment E. It is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295>

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%; (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 ten 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.

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

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 G.

CRIMINAL JUSTICE INFORMATION SERVICES ADDENDUM (CJIS) – Complete and submit the CJIS addendum found in this RFCSP as Attachment H.

PROPOSAL BOND. Submit proposal bond in the amount of \$1,000. For electronic submissions, Respondent must provide the original Proposal Bond to the **City of San Antonio Finance Department, Procurement Division, [Annual Contract for Fire Sprinkler Inspections, Maintenance, and Repair Services; RFCSP 24-084; RFx 6100017851], P.O. Box 839966, San Antonio, TX 78283-3966** or hand-deliver required documents to: **City Tower (CT), 100 W. Houston St., San Antonio, TX 78205. Parking Validation at City Tower Garage: Please obtain a parking ticket at the City Tower Garage entrance; take the elevator down to the Concourse (C) Level and will validate your parking ticket prior to you leaving CT. Respondent must coordinate directly with assigned Procurement Specialist prior to hand delivery and address envelope with the following information: Proposal Bond - Annual Contract for Fire Sprinkler Inspections, Maintenance, and Repair Services; RFCSP 24-084; RFx 6100017851** prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent's electronic submission through the SAePS Portal.

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 another credit report, on Respondent and its partners, affiliates, and subtenants, if any.

SIGNATURE PAGE. 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 I.

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

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

Evaluation Criteria:

- A. Experience, Background, Qualifications (35 points)
- B. Proposed Plan (35 points)
- C. Price (20 points)
- D. Small Business Economic Development Advocacy (SBEDA) Program (10 pts)

SBE Prime Contract Program – 10 pts.

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

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1 SCOPE:** The City of San Antonio is soliciting proposals for a contractor to furnish and provide all supervision, labor, transportation, tools, equipment, service reports, and supplies necessary to provide services related to Fire Sprinkler systems and Fire Suppression Systems. Services shall include but are not limited to: scheduled preventive maintenance, testing, inspections, and repair services (routine, urgent, and emergency); Services shall be used by the Building and Equipment Services Department (BESD), Parks & Recreation Department (PARKS), Center City Development & Operations (CCDO) Department and Department of Human Services (DHS).

These services are required to preserve the safety, reliability, and functionality of the fire sprinkler and/or suppression systems at various facilities located throughout the City. The services related to this contract shall consist of, but not be limited to the following: performing inspections, adjustments, repairs, testing, and maintaining all devices and piping associated with the fire sprinkler/suppression system at each facility including all equipment components: individual sprinkler heads of all types and sizes, fire pumps, jockey pumps, pump controls, fire risers, water gongs, tampering devices, various control valves, kitchen vent hoods, etc. The replacement of parts and components as herein specified for the fire sprinkler/suppression systems shall be covered under this contract as well as supporting components in accordance with the specifications listed herein. The Contractor's prices submitted on Attachment B - Price Schedule, for Monthly, Semi-Annual and Annual Inspections shall include all parts, components, providing service reports, preparing and submitting Life Cycle Analysis reports, and labor necessary to provide scheduled maintenance and to replace any part and/or component that may be worn from normal wear and tear to prevent from having to service the Equipment at a later date (the Parts included in the Scheduled Maintenance service are listed in Section 4.10). Contractor shall perform work as per the manufacturer's requirements, codes (city, state, and federal), and the specifications located in this scope of work. **Trade services within new building construction, improvements, and remodeling or alterations of an existing building will not be included.**

4.2 DEFINITIONS:

- A. **BESD** – City's Building and Equipment Services Department.
- B. **City Designated Departmental Representative (CDDR)** – the facilities maintenance manager or coordinator for the respective City department.
- C. **Equipment** – the Fire Sprinkler/Suppression System and all associated components (sprinkler heads, associated piping of various sizes and types, control valves, fire risers, fire pumps, jockey pumps, pump controls, water gongs, tampering devices, fire hydrants, etc.) as required by this solicitation.
- D. **Helper** – a person that is part of an apprenticeship program that is recognized by manufacturer or other industry recognized organizations. If a helper is used, the helper is under the direct supervision of the contractor's qualified technician. A helper cannot be on site without a qualified technician. The helper shall be in a registered apprenticeship program per the Department of Labor and the National Apprenticeship Act or other industry recognized organizations.
- E. **ID Badges** – identification badges.
- F. **Materials** – materials include, but are not limited to: parts, chemicals, instruments and other goods used to perform the requirements in this solicitation.
- G. **NETA** – International Electrical Testing Association.
- H. **NFPA** – National Fire Protection Agency.
- I. **NITC** – National Inspection Testing and Certification Corporation

- J. **Part(s)** – all materials and goods used to perform the requirements in this solicitation. Interchangeable with the word component(s).
- K. **Scheduled Maintenance** – regular maintenance required by codes and the manufacturer's standards. Scheduled maintenance is work that is periodically performed on Equipment for the purpose of maintaining Equipment in satisfactory operating condition and to lessen the likelihood of it failing. Scheduled Maintenance is performed while the Equipment is functioning or by temporarily placing the Equipment out of service, so that it does not break down unexpectedly. Scheduled maintenance involves systematic inspection, detection, prevention, and correction of incipient failures, before they become failures. Scheduled maintenance tasks are performed specifically to prevent failure from occurring. These tasks shall consist of but not be limited to: inspections, tests, measurements, adjustments, lubrication, replacement of parts and components before they actually fail. In addition, it includes detailed record keeping and data analysis to avoid Equipment deterioration, so worn, fatigued or damaged parts and components shall be replaced or serviced before they cause system failures. Service necessitated by normal wear and tear shall be included in Scheduled Maintenance.

4.2.1 Scope Clarifications:

4.2.1.1 Scheduled Maintenance: Services necessitated by normal wear and tear shall be included in Scheduled Maintenance. All costs associated with Scheduled Maintenance, including, but not limited to: parts and components, lubricants, chemicals, materials and labor hours shall be included in the inspection and testing prices indicated in Attachment B - Price Schedule. Contractor shall perform the maintenance work described herein for the prices quoted on the price schedule. The intent is to maintain the Equipment to industry standards and "industry best" conditions.

4.2.1.1.1 Contractor shall perform the Monthly, Semiannual, and Annual inspection services to ensure all Equipment associated with the fire sprinkler/suppression systems are functioning at optimal performance at all times. This includes providing:

4.2.1.1.2 Safe, consistent, and reliable operations and performance measures

4.2.1.1.3 Maximum efficiency methods to extend the useful life of the Equipment

4.2.1.1.4 Maximum beneficial usage (effectiveness-energy conservation)

4.2.1.1.5 Maximum life cycle (prolonging its usable "life")

4.2.1.1.6 Protecting the Equipment against degradation or failure

4.2.1.1.7 Scheduled Maintenance does not include the total replacement of a system, nor does it include work to install and test Equipment in new construction applications.

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

4.2.2.1 Other service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed or abnormal operating Equipment and supporting components can be restored to its normal operating state. However, service calls necessitated by normal wear and tear shall NOT be considered Other Services and shall be part of the Scheduled Maintenance services. The City reserves the

right to solicit estimates from other companies for repair work that is not specifically included in the scope of this contract.

- 4.2.2.2** Contractor shall submit an estimate for City's approval prior to performing any service calls.
- 4.2.2.3** The estimate shall include a comparison between repairing and replacing the item(s).
- 4.2.2.4** Contractor will clearly annotate any item(s) where the cost of the service call is equal to or greater than seventy-five percent (75%) of the price of a new item(s).
- 4.2.2.5** Service work goes beyond the Scheduled Maintenance and is usually performed to return Equipment or systems to proper functionality, rather than to keep it operating. Other Service work for the City's Equipment can only be performed with prior City approval as indicated herein. If requested by the CDDR, Contractor shall provide a quote using the hourly Service/Repair Labor Rates and Repair Parts Markup established in Attachment B – Price Schedule.
- 4.2.2.6** Parts and components supplied for Other Service work will be paid in accordance with the percentage markup indicated on the price schedule, bid prices for parts and other components shall be submitted on a percentage markup based on Contractor's cost. Evidence of said costs shall be submitted with the invoice for each service call.
- 4.2.2.7** Contractor shall only proceed with the additional work after receipt of a purchase order issued by the City. The City shall NOT pay for any unauthorized parts or labor charges.
- 4.2.2.8** Contractor shall submit invoices with a copy of the written purchase order supplied by the department for which the services are provided. Such invoices shall have the language OTHER SERVICES and be denoted as either emergency, urgent, or routine. Proof of costs shall be printed, properly identified, dated, and submitted with the invoice.
- 4.2.2.9** The City reserves the right to obtain quotes from other parties for Other Service calls with estimates that exceed \$5,000.00. This contract shall not be considered exclusive with regard to Major Service calls; however, this non-exclusivity shall not relieve Contractor from its obligation to provide a quote and perform Major Service work hereunder, if requested by the City.
- 4.2.2.10** Minor Service call shall constitute Other Service calls that cost \$5,000.00 or less. CDDR's written or verbal approval is required prior to initiating work.
- 4.2.2.11** Major Service calls shall constitute Other Service calls exceeding \$5,000.00 in cost. A purchase order must be issued before performing any work on the Equipment.

4.2.3 Routine Service calls: Service calls outside the Scheduled Maintenance.

4.2.3.1 Routine Service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed Equipment or abnormal Equipment operations can be restored to its normal operating state. However, if these types of service calls are necessitated by normal wear and tear, they shall NOT be considered Routine Service calls and no additional costs shall be billed to the City. Normal wear and tear items shall be included in the Scheduled Maintenance service as defined within this scope.

4.2.3.2 The CDDR or designee may request Routine Service calls for any location listed herein.

4.2.4 Urgent Service calls: Service calls outside the Scheduled Maintenance

4.2.4.1 Urgent Service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed Equipment or abnormal Equipment operations can be restored to its normal operating state. However, if these types of service calls are necessitated by normal wear and tear, they shall NOT be considered Urgent Service calls and no additional cost shall be billed to the City. Normal wear and tear items shall be included in the Scheduled Maintenance service as defined within this scope.

4.2.4.2 Urgent Service calls are not an emergency but can become an emergency.

4.2.4.3 The CDDR or designee may request Urgent Service calls for any location listed herein.

4.2.5 Emergency Service calls: Service calls outside the Scheduled Maintenance

4.2.5.1 Emergency Service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed Equipment or abnormal Equipment operations can be restored to its normal operating state. However, if these types of service calls are necessitated by normal wear and tear, they shall NOT be considered Emergency Service calls and no additional cost shall be billed to the City. Normal wear and tear items shall be included in the Scheduled Maintenance service as defined within this scope.

4.2.5.2 An Emergency Service call is any condition that can potentially impact the health, safety and welfare of City employees or the public as determined solely by the City. The City will identify Emergency Service calls at the time of notification.

4.2.5.3 The CDDR or designee may request Emergency Service calls for any location listed herein.

4.2.6 Call backs:

4.2.6.1 Call backs are returns for inspections or service for an incident that the City previously requested, and for which Contractor previously reported having completed the service(s). Call back service shall be included at NO additional cost to the City. Call back response time shall be in accordance with an Emergency Service call.

4.2.7 Underground pipe(s):

- 4.2.7.1** All underground piping and associated components from the San Antonio Water System (SAWS) demarcation point to the building piping shall be included as an integral part of the fire sprinkler system and shall be repairable under this contract should services or parts for repair(s) be required, see section 4.2.2 thru 4.2.6 regarding clarifications of service(s) and repair(s) as it pertains to this contract.

4.3 PROOF OF LICENSING AND CAPABILITY:

4.3.1 Contractor Qualifications:

- 4.3.1.1** Contractor shall submit, upon request by the City, for evaluation purposes: a list of service contracts within the last twelve (12) months and current contracts, and list other names under which the organization has performed business within the last three (3) years.
- 4.3.1.2** It is preferred that Contractor is an approved or accredited servicing agent for any of the manufacturers of the fire sprinkler equipment and supporting components. If Contractor has such accreditation, Contractor shall provide documentation certifying such accreditation with its proposal. Alternatively, Contractor shall submit a letter, with its proposal, certifying that it is qualified to meet the requirements of the specifications/scope of work, including specific support for Contractor's assertions. The manufacturer's certification or Contractor's letter shall validate, to the City's satisfaction, the Contractor's capability to perform the services required by this specification and scope of work.
- 4.3.1.3** Contractor shall hold all proper and current licenses, insurances, and bonds as required by the City, County, and State.
- 4.3.1.4** Contractor shall be in good financial standing, not in any form of bankruptcy, current in payment of taxes and fees, such as state franchise fees.
- 4.3.1.5** Contractor shall provide certification that shows the Contractor meets the requirements of the Federal and the State of Texas laws and regulations, if chemicals are used.
- 4.3.1.6** Contractor shall provide a full time supervisor and properly certified, trained and skilled service technicians to perform the work required herein.
- 4.3.1.7** Contractor shall submit proof of license, insurance, and commercial experience of staff with bid response and whenever requested by the City. Licenses include, but are not limited to:
- 4.3.1.7.1** Sprinkler Certificate of Registration (SCR)
 - 4.3.1.7.2** Responsible Managing Employee-General License (RME-G) on staff
 - 4.3.1.7.3** Responsible Managing Employee-General Inspector (RME-I) on staff
 - 4.3.1.7.4** Extinguisher Certificate of Registration (ECR)
 - 4.3.1.7.5** Type A Fixed System License

4.3.1.8 Contractor shall furnish, upon the request of the City a statement to the effect that he/she has available under his/her direct employment and supervision the necessary organization and facilities, located within the City of San Antonio, to properly fulfill all the services and conditions required under these specifications, and the personnel trained and certified in the maintenance of this type of equipment shall be employed under this agreement.

4.3.1.9 Contractor shall furnish, upon request of the City, evidence satisfactory to the City specifically stating that the management of the firm has satisfactorily inspected and maintained the fire sprinkler systems of the type/brand and manufacturer to the degree included in these specifications.

4.3.2 Technician Qualifications:

4.3.2.1 The Contractor shall submit evidence that the technicians who will be assigned to this contract are manufacturer trained and certified technicians for the work specified herein (defined as personnel who have had formal specific manufacturer's training). Alternatively, Contractor shall provide a letter certifying that the Contractor's technicians have been trained to perform the same type of work on the same type of equipment. The manufacturer's certification or Contractor's letter shall validate, to the City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.

4.3.2.2 All of the Contractor's technicians performing work on the Equipment shall have a minimum of five (5) years of experience performing maintenance on fire sprinkler systems and supporting equipment as required by the manufacturer. In addition to the minimum years of experience, the Contractor shall provide documentation that the supervisor and service technicians meet the certification and qualification requirements listed in NFPA standards to include but not be limited to: NFPA 25, NFPA 72, and NFPA 720 as applicable. Contractor shall also provide documentation to confirm the amount of actual experience.

4.3.2.3 Technicians shall be certified as per federal, state, and local codes and regulations for related work tasks.

4.3.2.4 Contractor shall provide certification or documentation that the technicians performing maintenance services meet the requirements of the State of Texas. At least one technician shall meet the journeyman license requirement for the State of Texas. In addition, the technician and/or helper shall be certified to work with any chemicals that will be used to perform the work in this solicitation, if chemicals are used. The certification shall validate, to the City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.

4.3.2.4.1 Contractor shall provide documentation that the Contractor's staff that will be performing the services have the required safety training for the work environment and chemical usage.

4.3.2.4.1.1 Contractor shall submit evidence that the contractor personnel are certified for confined space operations.

4.3.2.4.1.2 Contractor shall submit evidence that the contractor personnel are certified to use the maintenance and safety equipment to include personal protection equipment (PPE).

4.3.2.4.1.3 Contractor shall submit evidence that the contractor personnel are certified to use chemicals that may be required to perform the services.

4.3.3 Helpers can be used to support the qualified technicians. One qualified technician or supervisor shall be at the worksite location at all times. Qualified technicians or a supervisor shall be responsible for the Scheduled Maintenance services and Other Services at each location.

4.3.4 Service personnel should be capable of performing the following:

4.3.4.1 Demonstrate a thorough understanding of the requirements contained in NFPA 25, Water-Based Fire Protection Systems, and the electrical requirements contained in NFPA 70, National Electrical Code.

4.3.4.2 Demonstrate a thorough understanding of basic job site safety laws and requirements.

4.3.4.3 Apply accurate troubleshooting techniques, and consistently determine and resolve the root cause of the fire sprinkler system deficiencies.

4.3.4.4 Demonstrate a thorough understanding of equipment specific requirements, such as programming, application, and interconnectivity of system components.

4.3.4.5 Reading and interpreting fire sprinkler systems design documentation and manufacturer's inspection, testing, and maintenance recommendations.

4.3.4.6 Properly using tools and test equipment required for testing and maintenance of fire sprinkler systems and their components.

4.3.4.7 Properly applying the test methods required by NFPA 25, Water-Based Fire Protection Systems.

4.3.5 Testing personnel shall be qualified and experienced in the specific arrangement and operation of a suppression system(s) and releasing functions(s) and shall be cognizant of the hazards associated with inadvertent system discharge.

4.3.6 The Contractor shall provide information on continuing education for the service personnel.

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

National Fire Protection Association	
NFPA 13	Standard for the Installation of Sprinkler Systems
NFPA 14	Standard for the Installation of Standpipe and Hose System
NFPA 15	Standard for Water Spray Fixed Systems for Fire Protection
NFPA 17	Standard for Dry/Wet Chemical Extinguishing System
NFPA 20	Standard for the Installation of Stationary Pumps for Fire Protection
NFPA 25	Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
NFPA 70	National Electrical Code

NFPA 70B	Recommended Practice for Electrical Equipment Maintenance
NFPA 70 E	Standard for Electrical Safety in Workplace
NFPA 72	National Fire Alarm Code®
NFPA 96	Standard for Ventilation Control & Fire Protection of Commercial Cooking Operations
NFPA 101	Life Safety Code
NFPA 110	Standard for Emergency and Standby Power Systems
NFPA 551	Guide for the Evaluation of Fire Risk Assessments
NFPA 1962	Standard for the Inspection, Care, and Use of Fire Hose, Couplings, and Nozzles and Service Testing of Fire Hose
ANSI	
ANSI S1.4a	Specification for Sound Level Meters
State of Texas	
Chapter 6003	Texas Insurance Code, Fire Protection Sprinkler System Service and Installation
Manufacturer's Information	
Manufacturer's documentation	Manufacturer's O&M documentation

4.5 MATERIALS:

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

4.6 MATERIAL AND PERFORMANCE REQUIREMENTS/WARRANTY:

- 4.6.1** The burden of ascertaining product/performance equality of proposed substitutions from those items specified shall be borne by Contractor. Product substitutions will be accepted for review by the City. If data provided by Contractor is deemed inadequate to make a determination as to the equality of the proposed substitute, without additional research by the City, it will be rejected. Approval by the City shall not relieve Contractor from responsibility for any errors or omissions, or from responsibility for complying with the

requirements of this solicitation, except with respect to variations described and approved by the City.

- 4.6.2** Chemicals or Materials used in the contract shall meet industry, environmental, and ASTM standards.
- 4.6.3** Instruments used to perform the requirements of the specification/scope of work shall meet industry standards, ASTM calibration standards and/or other accepted standards by CDDR.
- 4.6.4** Materials shall be warranted against material defects and defects in workmanship for a period of not less than twelve (12) months and shall cover 100 percent (100%) of parts, labor, and supplies. The warranty period shall commence upon the date of acceptance by the City. If the manufacturer's standard warranty period exceeds twelve (12) months, then the standard warranty period shall prevail. The Contractor shall be ultimately responsible for issuing the warranty. The Contractor shall provide the CDDR with all manufacturers' warranty documents upon completion of service prior to leaving the job site. **THIS WARRANTY DOES NOT APPLY TO ANY PRODUCT OR SOFTWARE WHICH HAS BEEN SUBJECTED TO ABUSE, MISHANDLING, OR IMPROPER USE.**
- 4.6.5** Work performed shall meet all applicable standards and codes. Contractor shall warranty all work against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon date of acceptance by the City.

4.7 SITE INSPECTIONS:

- 4.7.1** Respondents shall perform all investigations as necessary to thoroughly inform themselves regarding facilities for delivery of Material and Equipment, and the conditions and sites/locations for providing services as required by this solicitation. No plea of ignorance by Respondent will be accepted as a basis for varying the requirements of City or the compensation to Respondent.
- 4.7.2** Respondent is encouraged to visit each of the service locations to become familiar with the amount of labor, materials, and equipment that shall be required in the performance of the work under this contract PRIOR to placing a bid and will be held to the prices bid on Attachment B - Price Schedule. Respondent shall carefully examine these specifications and, if necessary, secure from the City any additional information that may be a requisite to a clear and full understanding of the work. **Respondents shall submit all questions and site visit requests in writing to Stephanie.Nouman@sanantonio.gov by the deadline stated in Section 003 – Instructions for Respondents, Part A, Restrictions on Communications.** City's official response to questions will be addressed via an addendum. Please refer to Attachment I – Site Visit Schedule.

4.8 SERVICE LOCATIONS: The locations included on this service agreement, include the service locations as indicated in Attachment B – Price Schedule.

- 4.8.1** The City of San Antonio reserves the right to add or delete locations or equipment for Scheduled Maintenance and Other Services during this contract period. If a location is deleted from the Contract, Contractor shall no longer provide services for nor invoice for the specific location or equipment. If equipment is added to an existing location, or a new location is added to the contract, City shall pay Contractor in accordance with the price

stated in the Price Schedule for Additional Equipment. The City will issue a change order to the contract to implement the change.

- 4.8.1.1** Should any equipment be taken out of service during the term of this contract, Contractor shall no longer invoice for inspections for such equipment. Should the City replace equipment with comparable equipment the associated inspections fee(s) shall be the same as the equipment it replaced.

4.9 CONTRACTOR GENERAL REQUIREMENTS – Contractor Shall:

- 4.9.1** Adhere to the terms and conditions identified in this solicitation.
- 4.9.2** Provide a primary point-of-contact.
- 4.9.3** Provide documentation that Contractor is certified to perform the requirements of this solicitation (See Section 4.3 - PROOF OF LICENSING AND CAPABILITY).
- 4.9.4** Perform and complete all work required. Contractor shall diligently perform the work to completion within the time set forth in the solicitation. The period of performance shall include, but is not limited to, mobilization, City recognized holidays, weekends, normal inclement weather, and cleanup; therefore, claims for delay shall not be allowed.
- 4.9.5** Ensure Contractor personnel are in compliance with the service requirements of this specification. Failure to comply with City service requirements may result in the cancellation of the contract or purchase order.
- 4.9.6** Contractor shall adhere to all applicable Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this solicitation. Ignorance on the part of Contractor shall not relieve Contractor from responsibility.
- 4.9.7** Contractor shall perform all work safely and follow required safety standards including, but not limited to, OSHA, Federal, State, and City codes.
 - 4.9.7.1** All local, state, and federal safety requirements, standards, and regulations shall be followed per the Contractor-provided Health and Safety Management Plan.
- 4.9.8** Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants and other people of potential hazards.
- 4.9.9** Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, and police support, as required for each job. Proposed traffic control methods shall be submitted in advance to the CDDR for approval prior to the commencement of work. CDDR's approval shall not, however, relieve Contractor from responsibility with regard thereto.
- 4.9.10** Contractor shall deliver, store, and handle all Materials in a manner that shall prevent damage to the Equipment and related components.
- 4.9.11** It shall be Contractor's responsibility for storage of any Materials and the City will not be responsible for loss or damage to Materials, tools, Equipment, or work arising from acts of theft, vandalism, malicious mischief or other causes.
- 4.9.12** Contractor shall thoroughly examine and become familiar with the City facility where services are to be performed, prior to commencing work, to ensure the service can be completed in an orderly and safe manner.
- 4.9.13** Contractor shall be responsible for obtaining all required permits applicable to performance of this solicitation. Contractor shall include all such costs within its solicitation Attachment B – Price Schedule, as an all-inclusive price. Contractor shall ensure any work that requires

a separate license is performed under the applicable license as required under local or state law.

- 4.9.14** Ensure all Equipment and tools are well maintained, calibrated and in proper working order before use in the performance of this service.
- 4.9.15** Protect furnishings and other items with tarps, plastic sheeting or other methods as required and prior to commencing work.
- 4.9.16** Contractor shall at all times keep the site, including storage areas, free from accumulations of waste Materials. Before completing the work, Contractor shall remove from the premises all rubbish, tools, scaffolding, equipment, and Materials that is not the property of City. Upon completing the work, Contractor shall leave the site in a clean and orderly condition satisfactory to City. Final cleanup is part of the work and Contractor is responsible for all construction refuse disposal containers and their removal from the site.
- 4.9.17** No debris shall be dumped and left in the building, on the roof and/or surrounding areas.
- 4.9.18** Contractor shall not use City waste disposal containers.
- 4.9.19** Contractor shall properly dispose of all debris, old Materials, and trash resulting from the specified work in an approved landfill. Contractor shall be responsible for the disposal of all waste to include universal and hazardous Materials resulting from the work. Handling and transporting of all waste Materials shall be performed in accordance with safety and environmental regulations. Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.
 - 4.9.19.1** All local, state, and federal safety and environmental requirements, standards, and regulations shall be followed per the Contractor-provided Health and Safety Management Plan or other Contractor-provided plan.
- 4.9.20** Contractor shall confine its operations (including storage of Materials) to areas authorized or approved by the City.
- 4.9.21** Contractor shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages shall be reported, and repaired or replaced by Contractor at no cost to City.
- 4.9.22** Contractor shall notify the City representative once the work is complete and ready for its intended use.
- 4.9.23** Contractor shall not affect building plumbing systems or other buildings systems during the performance of the services required by the solicitation. Impact to the building systems shall be corrected by Contractor at no cost to City.

4.10 SERVICE REQUIREMENTS:

4.10.1 Services not required by Contractor:

- 4.10.1.1** Contractor shall not be required, as part of the Scheduled Maintenance services, to conduct a safety test, unless recommended as part of Scheduled Maintenance by the Equipment's manufacturer, or to install new components or additional controls as recommended or directed by any insurance company or laboratory, or governmental authority, or to make replacements mentioned herein with Parts or devices of a different design for any reason whatsoever.

4.10.1.2 Testing of Equipment in new construction.

4.10.2 Services required by Contractor. Contractor shall:

- 4.10.2.1 Provide Scheduled Maintenance services for all Equipment. All work shall meet manufacturers' and industry standards.
 - 4.10.2.1.1 Materials to be provided by Contractor that are part of the Equipment system shall include, but not be limited to:
 - 4.10.2.1.1.1 Screws, bolts, washers, other securing parts.
 - 4.10.2.1.1.2 Lubricants, grease, and oils.
 - 4.10.2.1.1.3 Chemicals and Materials required for the Scheduled Maintenance.
 - 4.10.2.1.1.4 Any other consumables required for the Scheduled Maintenance.
- 4.10.2.2 Ensure that Scheduled Maintenance, Other Services, or replacements of damaged, broken, or worn Parts are done in such a way that safe operation of Equipment is not affected.
- 4.10.2.3 **Furnish qualified maintenance technicians on the job site for performance of services. Contractor shall maintain an adequate number of trained personnel at all times specifically assigned to perform services.**
- 4.10.2.4 Manage technicians to ensure they are available to perform service on the Equipment, and not interfere with the regular maintenance personnel that are working on Scheduled Maintenance tasks in order to prevent interruptions.
- 4.10.2.5 Develop and provide a service plan for the City's Equipment. The service plan shall provide the items that Contractor shall check during the Scheduled Maintenance service. In addition, the plan shall include, but is not limited to: codes requirements, manufacturers' requirements, industry standards, regulatory requirements, etc.
 - 4.10.2.5.1 Contractor shall establish and adhere to the service plan, which shall meet the manufacturers' recommendations and normal practices of the trade, and the minimum specifications contained herein. A copy of the proposed service plan and schedule shall be submitted for each type of Equipment. This schedule shall include maintenance checklists, which shall become the property of the City of San Antonio when completed. The maintenance checklist along with the service plan shall be permanently maintained in each mechanical room or an outside weatherproof box for the locations covered by this contract. An electronic copy of the plan shall be provided to CDDR (See 4.14 SUBMITTALS).
 - 4.10.2.5.2 The service plan is a written document that addresses the recommended plan or method to evaluate the effectiveness and efficiency of the Equipment, and industry and manufacturers' recommendations.
- 4.10.2.6 Contractor shall develop and provide a Life Cycle Management Program (LCMP).
- 4.10.2.7 Contractor shall develop and provide service reports.
- 4.10.2.8 Contractor is responsible for cleaning any spill and protecting other areas of the facility.

- 4.10.2.9** Contractor shall replace any hardware to complete the work as defined in the solicitation.
- 4.10.2.10** Contractor shall participate in annual meetings and other meetings as requested by City.
- 4.10.2.11** Develop and provide a Maintenance Schedule for each year of the contract.
- 4.10.2.12** Perform Other Services as required.
- 4.10.2.13** Provide required documentation as required by this solicitation.
- 4.10.3** The service plan shall consist of, but shall not be limited to:
 - 4.10.3.1** Equipment Manufacturers, Models, and serial numbers
 - 4.10.3.2** Equipment Location
 - 4.10.3.3** Maintenance schedules for:
 - 4.10.3.3.1** Equipment
 - 4.10.3.3.2** Estimated time to complete the task
 - 4.10.3.3.3** Description of the task
 - 4.10.3.3.4** Materials, chemicals and tools needed
 - 4.10.3.3.5** Measurements to be taken
 - 4.10.3.3.6** Manufacturers' requirements, etc.
 - 4.10.3.4** Operating Information
 - 4.10.3.5** Tests required as part of the Maintenance Schedules.
 - 4.10.3.6** Quality Control Program
 - 4.10.3.7** Equipment age, condition, accumulated wear
 - 4.10.3.8** Environmental conditions
 - 4.10.3.9** Safety precautions and personal protective equipment (PPE) needed to perform the task.
 - 4.10.3.10** Each task performed needs to be signed and dated by Contractor's technician upon completion.
 - 4.10.3.11** The Report shall be in accordance with 4.12 INSPECTION, TESTING AND SERVICE REPORTS.
- 4.10.4** Life Cycle Management Program and reports shall consist of, but shall not be limited to:
 - 4.10.4.1** Contractor shall provide an asset life cycle management program and reports that provides a full analysis of the current Equipment conditions. The report includes a modernization plan to improve the existing Equipment to current and evolving safety, accessibility, performance, and aesthetics standards. The plan shall evaluate investment schedules and constraints to assist the CDDR with budgeting for the Equipment recommended. The report shall consist of, but is not limited to:
 - 4.10.4.1.1** General Information
 - 4.10.4.1.2** Equipment manufacturer, model and serial numbers
 - 4.10.4.1.3** Type of Equipment

4.10.4.1.4 Report Date

4.10.4.2 Compare results versus the manufacturer's specifications.

4.10.4.3 Review test data and maintenance reports.

4.10.4.4 Identify condition of the systems.

4.10.4.5 Provide trends based on tests, reports, manufacturer information, and other data sources.

4.10.4.6 Evaluate performance.

4.10.4.7 Evaluate service life.

4.10.4.8 Provide recommendations.

4.10.4.9 Provide estimated costs for replacement of Equipment.

4.10.4.10 Technology and Operations Improvements.

4.10.4.11 The Report shall be in accordance with 4.12 INSPECTION, TESTING AND SERVICE REPORTS.

4.10.5 Contractor shall provide Service Reports. Contractor shall provide a comprehensive written and/or computerized service report based on each system after services are completed in each location. The reports shall consist of, but shall not be limited to:

4.10.5.1 A written and/or computerized report for the services and other tasks performed within this solicitation.

4.10.5.2 Name and Address of Location.

4.10.5.3 Start time and completion time.

4.10.5.4 Date service was performed.

4.10.5.5 Type of Equipment (make, model #, serial number)

4.10.5.6 Maintenance tasks performed.

4.10.5.7 Adjustments and other recommendations.

4.10.5.8 Tests performed and Equipment condition.

4.10.5.9 Equipment age, condition, accumulated wear.

4.10.5.10 Design and inherent quality of the Equipment.

4.10.5.11 Usage

4.10.5.12 Environmental conditions

4.10.5.13 Improved technology

4.10.5.14 Manufacturers' requirements

4.10.5.15 Industry standards

4.10.5.16 Itemized Parts list

4.10.5.17 Operating conditions

4.10.5.18 Detailed list of other services performed as part of the Scheduled Maintenance or Other Services.

4.10.5.19 Photos showing condition of Equipment and Equipment information.

- 4.10.5.20** If any non-contract Equipment is found to be in need of other services for the proper operation of the Equipment, Contractor shall include it in this report.
- 4.10.5.21** Compare results versus the manufacturer's specifications.
- 4.10.5.22** Provide deficiencies found and recommendations for Other Services, repairs and/or replacements. The report shall advise of all inspection problems or potential problems and include the maintenance history of all components within each system. The report shall include suggested services for items that are in danger of imminent failure and an itemized cost estimate. This cost estimate shall not be construed as an authorization for additional work. Submit extra work proposals to the CDDR before the next service.
- 4.10.5.23** The maintenance report shall include a checklist and scheduled items completed.
- 4.10.5.24** If the system does not perform as designed; Contractor shall provide an itemized estimate cost for services to make the system functional to the CDDR.
- 4.10.5.25** Contractor shall maintain proper electronic records of Equipment serviced under this contract that includes, but is not limited to, facility site name, site location, zip code, Equipment nomenclature - make/brand, model number, size, serial number, approximate date of installation or manufacture date, maintenance tasks performed (inspected, lubricated, and/or adjusted), service completed with dates, description of major problems, type of units, number of units, date and name of the technician(s) who serviced the Equipment, and certification by Contractor that cleaning and/or maintenance has been performed.
- 4.10.5.25.1** The reports shall address the Equipment condition, demonstrated by visual inspection, supplemented with video or photographs for the following:
- 4.10.5.25.1.1** Surrounding area
 - 4.10.5.25.1.2** Strand pipes
 - 4.10.5.25.1.3** Associated piping
 - 4.10.5.25.1.4** Sprinkler heads
 - 4.10.5.25.1.5** Valves
 - 4.10.5.25.1.6** Pumps and motors
 - 4.10.5.25.1.7** Main controls and cabinets
 - 4.10.5.25.1.8** Pumps etc.
 - 4.10.5.25.1.9** Fire Department connection
- 4.10.5.26** Contractor shall furnish a legible report at each service call to the CDDR for signature verifying the service was performed and checked by the CDDR. The report shall have attached a checklist of items addressed and completed for the Equipment.
- 4.10.5.27** The report shall be signed and dated by Contractor's technician upon completion.
- 4.10.5.28** The report shall be in accordance with 4.12 INSPECTION, TESTING AND SERVICE REPORTS.
- 4.10.5.29** Chemicals and materials – required for the scheduled maintenance.

4.10.5.30 Other parts, etc.

4.10.5.31 Other material requirements:

4.10.5.31.1 When Equipment, Parts and/or components are replaced as a unit, and an updated design of the replacement is available, the newer design item shall be used as a replacement.

4.10.5.31.2 If a part and/or component are found to be defective it shall be replaced at no cost to the City, unless the replacement is included in a larger service.

4.10.5.31.3 If the total Material cost of a Scheduled Maintenance Service(s) is over \$50.00, the Contractor shall provide documentation supporting the cost over \$50.00. Only the additional cost, the amount over \$50.00, shall be billable as material not included in the Scheduled Maintenance. Material under \$50.00 shall be considered part of the Scheduled Maintenance expense and included in Vendor's quoted service fees referenced on Attachment B – Price Schedule.

4.10.6 Equipment failure - If these units fail under normal operating conditions and it is determined by the CDDR that the failure of a component was due to Contractor's negligence to perform the required services per manufacturer's and industry standards, Contractor shall service or replace the Parts or components, as required, at Contractor's expense.

4.10.7 Equipment changes - In the event a fire sprinkler/suppression system has to be altered, modified, or replaced, and/or if any specific Equipment is in need of replacement, Contractor shall provide a written explanation and an estimated cost to the CDDR for approval prior to performing the recommended work. The work will be authorized when Contractor receives a purchase order.

4.10.7.1 Generation of hydraulic signage: Should Equipment be replaced, or a sign is found to be missing, Contractor shall install a new hydraulic design information sign, general system information sign, and a list of sprinkler(s) sign to include but not be limited to the following information:

4.10.7.1.1 Sprinkler identification number (SIN)

4.10.7.1.2 Manufacturer

4.10.7.1.3 Model

4.10.7.1.4 Orifice

4.10.7.1.5 Deflector type

4.10.7.1.6 Thermal sensitivity

4.10.7.1.7 Pressure rating

4.10.7.1.8 General description

4.10.7.1.9 Quantity of each type

4.10.7.1.10 Issue or revision date

4.10.7.2 The signs shall be engraved in a plastic red material (see photos). Marking or populating the signs using markers, permanent or not, via any other means than that which is specified (engraved) is prohibited and will not be accepted.

4.10.7.2.1 Hydraulic Calculation (design) sign (sample):

Hydraulically Calculated System

This system as shown on **Automatic Fire Protection Inc.**
 company print no **FP1** dated **3-29-2013**
 for **Pre-K 4 Early childhood Center**
 at **3635 Medical Drive** contract no. **43021**
 is designed to discharge at a rate of **9.10** gpm
 (L/min) per sq ft (m2) of floor area over a maximum area of
1200 Sq ft (m2) when supplied
 with water at the rate of **379** gpm (L/min)
 at **64.2** psi (bars) at the base of the riser
 Hose stream allowance of **100** gpm (L/min)
 is included in the above.
 Occupancy classification **Light Hazard**
 Commodity classification **NA**
 Maximum storage height **NA**

Installed by
AUTOMATIC FIRE PROTECTION INC.
 Phone (210) 653-2121 · Fax (210) 653-2124
 18745 Goli Street, Suite 101 · San Antonio, TX 78266 · SCR-0005

07/09

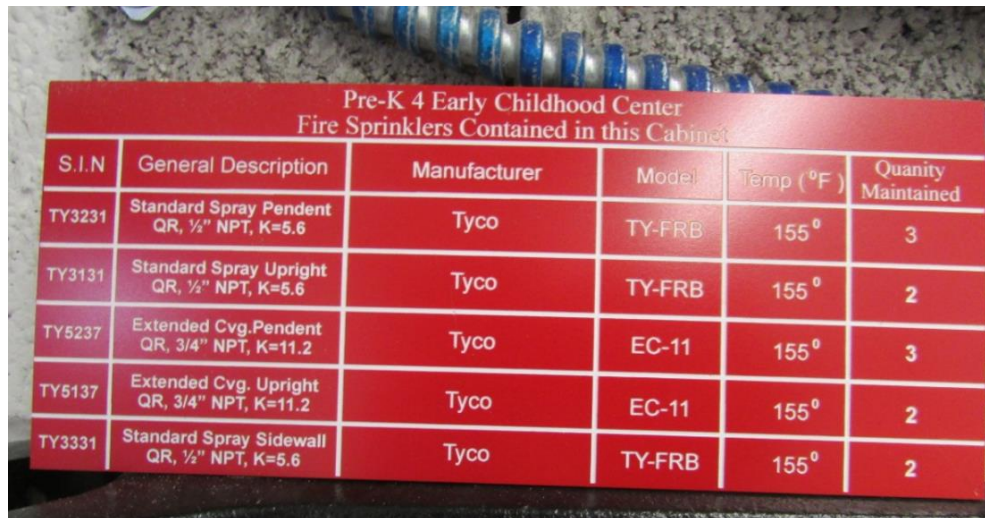
4.10.7.2.2 General System Information sign (sample):

Sprinkler System General Information
Pre-K 4 Early Childhood Center
3635 Medical Drive San Antonio, Texas 78229

High-Pile Storage:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date:	3-29-2013
Rack Storage:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<u>Flow Test Data:</u>	
Commodity Class:	NA	Static Pressure:	118 PSI
Max Storage Height:	NA	Residual Pressure:	70 PSI
Aisle Width (min):	NA	Flow:	2800 GPM
Encapsulation:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Pitot Pressure:	70/70 PSI EACH
Solid Shelving:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date:	10-12-2012
Flammable/ Combustible Liquids:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Location:	3635 Medical Drive
Other Storage:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Fire Pump Rating:	NA
NA		Location of Aux/Low Point Drains:	
Hazardous Materials:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Idle Pallets:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Antifreeze Systems:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Location:	NA	<u>Original Main Drain Test Results:</u>	
Dry or Aux. Systems:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Static Pressure:	<u>REFER TO ORIGINAL INSTALLATION TAG</u>
Location:	NA	Residual Pressure:	<u>REFER TO ORIGINAL INSTALLATION TAG</u>

Automatic Fire Protection, Inc.

4.10.7.2.3 List of Sprinkler(s) Sign (sample):



S.I.N	General Description	Manufacturer	Model	Temp (°F)	Quantity Maintained
TY3231	Standard Spray Pendent QR, ½" NPT, K=5.6	Tyco	TY-FRB	155°	3
TY3131	Standard Spray Upright QR, ½" NPT, K=5.6	Tyco	TY-FRB	155°	2
TY5237	Extended Cvg.Pendent QR, ¾" NPT, K=11.2	Tyco	EC-11	155°	3
TY5137	Extended Cvg. Upright QR, ¾" NPT, K=11.2	Tyco	EC-11	155°	2
TY3331	Standard Spray Sidewall QR, ½" NPT, K=5.6	Tyco	TY-FRB	155°	2

4.10.8 Status of Equipment Notification Requirement:

4.10.8.1 Contractor shall notify the CDDR of any condition that impairs the continued safe use of the Equipment covered under the scope of this contract, including, but not limited to: conditions which may cause injury; conditions which may cause damage to Equipment; conditions which may be hazardous; and other abnormal conditions per manufacturer's and/or industry standards. Contractor shall notify the CDDR within thirty (30) minutes before disabling any Equipment or system components.

4.10.8.2 Removal of unit from service: Removal of Equipment from service during peak hours shall be coordinated with and approved by City prior to removal. Removal of Equipment for service during off-peak hours is expected, but notification to and coordination with the City shall be provided within thirty (30) minutes from removing any Equipment from service.

4.10.9 Contract Service Logs: Contractor shall provide service logs.

4.10.9.1 The service and callback logs shall consist of, but are not limited to:

4.10.9.1.1 Service Provider number

4.10.9.1.2 Date and time call was placed

4.10.9.1.3 Date and time technician arrived

4.10.9.1.4 Description of maintenance

4.10.9.1.5 Serial Number

4.10.9.1.6 Model Number

4.10.9.1.7 Location

4.10.9.1.8 If applicable, estimated cost for additional services

4.10.9.1.9 Description of any testing and inspection, etc.

4.10.10 Annual Meeting (held in April every year) - Contractor shall meet with the CDDR. The scope of this meeting shall include, but not be limited to:

4.10.10.1 A review of the previous services and call backs.

4.10.10.2 A review of maintenance, including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of Equipment from service;

4.10.10.3 A review of any reported complaints; and

4.10.10.4 A review of reports.

4.10.11 Removal of Parts (excluding used filters and replaced Parts): No Parts or components required for the performance of services on the Equipment or required for its operation may be removed from the site without written approval from City. This does not include renewal Parts stocked on the job by Contractor but does include Parts and components that were installed with and are a part of the Equipment, and Parts delivered to the property and paid for by City, which shall remain City's sole property.

4.10.12 Spills and other failures: Contractor shall:

4.10.12.1 Be responsible for all clean-up costs and repairs due to any failure of Contractor's products, equipment, or services.

4.10.12.2 Collect and dispose of spill Material at no cost to City.

4.11 FIRE SPRINKLER SYSTEMS, INSPECTIONS, TESTING, AND MAINTENANCE SERVICES:

4.11.1 Maintenance Services shall include but are not limited to: preventive and remedial maintenance, inspections, testing, and minor repairs.

4.11.2 Contractor shall perform fire sprinkler system inspections, testing, and maintenance services in accordance with NFPA 25 and as specified herein.

4.11.3 Fire sprinkler systems testing, inspection, and maintenance shall include but not be limited to:

4.11.3.1 The following requirements are illustrative only and are not to be construed as comprising the entire requirements. The most current, published National Fire Protection Association (NFPA) 25: *Water-Based Fire Protection Systems* and NFPA 101: *Life Safety Code* shall be the prevailing directives and shall be complied with as a minimum requirement for all fire sprinkler systems:

4.11.3.1.1 Perform monthly pump run at Municipal Plaza Building, Public Safety Headquarters (PSHQ), City Tower , and SAPD Property & Evidence Facility locations. Monthly pump run shall be required for any future locations that are added and have a fire pump associated with the site.

4.11.3.1.2 Inspect the parallel and angular alignment of the driver and pump.

4.11.3.1.2.1 Contractor shall use a laser measurement tool to perform alignments.

4.11.3.1.2.2 Record documented measurements and alignment observations on Service Report.

4.11.3.1.2.3 Notify Alarm Company of pending test.

4.11.3.1.2.4 Shut off jockey pump.

4.11.3.1.2.5 Check drip pockets under packing gland for proper drainage. Note any deficiencies.

- 4.11.3.1.2.6 Check packing adjustment – approximately one drop per second is necessary to keep packing lubricated.
 - 4.11.3.1.2.7 Confirm fire pump is in automatic mode. Read and record pressure on suction and discharge gauges – difference between these readings indicates churn pressure, which should match churn pressure as shown on pump nameplate.
 - 4.11.3.1.2.8 Observe packing glands for proper leakage for cooling of packing and document results.
 - 4.11.3.1.2.9 Observe discharge from casing relief valve – adequate flow keeps pump case from overheating.
 - 4.11.3.1.2.10 Allow the pump to run for ten (10) minutes. Shut pump off after ten (10) minutes.
 - 4.11.3.1.2.11 Note on test report sheet if there were or were not any adverse conditions discovered during the test.
 - 4.11.3.1.2.12 Provide a report to the CDDR in accordance with Section 4.12
- 4.11.4 Perform Annual and Semi-Annual inspections of gauges, control valves, water flow alarm devices, valve supervisory signal devices, hydraulic nameplate ratings, etc.
 - 4.11.4.1 Read and document gauge's condition and pressures.
 - 4.11.4.2 Check control valves, water flow alarm devices, valve supervisory signal devices and hydraulic nameplate ratings and document the current conditions.
 - 4.11.4.3 Complete fire pump run if applicable (see requirements under monthly pump run, 4.11.3.1.1).
- 4.11.5 Perform annual inspections of hanger bracing, pipes, fittings, sprinkler heads, spare sprinkler heads, information signs, fire department connections, all valves, etc. and document their condition.
 - 4.11.5.1 Inspect sprinkler heads for proper temperature, installation, condition, rust, paint damage, obstruction, and spacing for proper coverage. Note any deficiencies.
 - 4.11.5.2 Inspect hangers and bracing for proper installation, damage, rust, corrosion, spacing, size, and type. Note any deficiencies.
 - 4.11.5.3 Inspect sprinkler heads for correct orientation. Note any deficiencies.
 - 4.11.5.4 Inspect glass bulb for missing liquid or cracks in the bulb. Note any deficiencies.
 - 4.11.5.5 Inspect for caulking or glue to affix the concealed plate to the underside of the ceiling. These materials are not permitted per NFPA 13. Note any deficiencies.
 - 4.11.5.6 Inspect piping and fittings for proper size, overloading (too many heads on one line), rust, corrosion, and indentations. Note any deficiencies.
 - 4.11.5.7 Inspect piping integrity, joints, hangers, plugs, etc. Note any deficiencies.

- 4.11.5.8** Inspect signs – signs shall be legible and include all required information. Service tags and inspection tags shall be on the riser. Check for any deficiency and impairment tags and see if the item was corrected.
- 4.11.5.9** Check for any recalled fire sprinkler heads or other sprinkler equipment and notify CDDR if any heads or equipment has been recalled.
- 4.11.5.10** Inspect for obstructions of any part of the system, i.e. articles hanging on sprinkler system, unprotected areas, general condition of the sprinkler system and components. Notify CDDR of any observations.
- 4.11.5.11** Inspect fire department connections ground level to roof which includes fire hydrants if applicable. Complete fire pump run if applicable (see requirements under monthly pump run, 4.11.3.1.1).
- 4.11.5.12** Inspect all valves and document their condition:
 - 4.11.5.12.1** Inspect PIV valves condition and note if the valves are open or closed, if applicable.
 - 4.11.5.12.2** Inspect pressure relief valves for proper operation.
 - 4.11.5.12.3** Inspect check valves for proper seal and operations.
- 4.11.6** Perform obstruction and internal pipe inspections every five years.
- 4.11.7** Perform semi-annual inspection of heat trace per manufacturer's requirements.
- 4.11.8** Perform semi-annual thorough testing of the fire sprinkler systems in accordance with NFPA 25.
 - 4.11.8.1** Contact Security, Fire Department, CDDR, and Monitoring station to report day, time, and location of testing before proceeding.
 - 4.11.8.2** Record top and bottom pressures on sprinkler system before activating which indicates if the check valve is leaking back into the city main.
 - 4.11.8.3** Look for drain leaks, main, auxiliary and bell lines before activating which will indicate if the bell line is leaking.
 - 4.11.8.4** Test mechanical water flow alarm devices including, but not limited to, water motor gongs
 - 4.11.8.5** Vane-type and pressure switch-type water flow alarm devices shall be tested semi-annually.
 - 4.11.8.6** Perform semi-annual tests of vane and pressure switch-type devices, valve supervisory signal devices, supervisory signal devices, main drain, etc.
 - 4.11.8.7** Test antifreeze solution, all valves, and gages every five years.
 - 4.11.8.8** Test sprinkler.
 - 4.11.8.9** Flow test system with a 2 inch drain valve: record static and residual pressures. This test allows the rusty unclean water to be flushed outside and not into the sprinkler system. Document the condition of water and report if it's time to clean the water.
 - 4.11.8.10** Test system with inspector's test valve. Record static and residual (flow) pressures and the time to activate the alarm. Then, flush main sprinkler until water is clean.

- 4.11.8.10.1** Test system alarm capabilities through inspector test connection (for pressure switch-type water flow, the test can use the alarm bypass test valve). Time delay on alarm is relative to false alarms or no alarms; therefore, timing of this test is vital to all alarms connected to the sprinkler system.
- 4.11.8.10.2** Test the system for alarm capabilities through inspector's bypass valve which indicates if the "retard" is stopped-up with rust or scale and operating consistently. Note any deficiencies.
- 4.11.8.11** Test and lube all main system control and section valves for proper operation which indicates if the valves will shut quickly and tight to stop the water pressure when system is activated and allow system to re-activate without delay.
- 4.11.8.12** Test and lube fire department connection (FDC). The connection must be visible, free of obstructions and spin or turn freely. Caps must be in place. Signage must be in place.
- 4.11.8.13** Backflush fire department check valves, and/or back flow preventive devices if the system is to be certified.
- 4.11.8.14** Dry pipe and alarm valves only
 - 4.11.8.14.1** Every 3 years and whenever the system is altered, the dry pipe valve shall be trip tested with the control valve fully open and the quick-opening device, if provided, in service.
 - 4.11.8.14.2** Trip test dry system through the inspection test.
 - 4.11.8.14.3** Record the time trip test to include the activation of the alarm and the water valve opening.
 - 4.11.8.14.4** Clean valve inside and reset.
 - 4.11.8.14.5** Drain all low points.
 - 4.11.8.14.6** Inspect and test air compressors.
 - 4.11.8.14.7** Restore air in valve; open main water control valve and leave in "Normal" operating position.
 - 4.11.8.14.8** Vendor shall provide CDR a copy of the Full 3 Year Trip Test report once the inspection has been conducted.
- 4.11.8.15** Perform semi-annual maintenance of all valves, low-point drains (dry pipe systems), sprinklers, and automatic spray nozzles protecting commercial cooking equipment and ventilation systems.
- 4.11.8.16** Perform maintenance of the fire sprinkler system.
- 4.11.8.17** Flow inspector test connection at each location and record response time in seconds.
- 4.11.8.18** Exercise all valves to include but not limited to: sectional valves, gate valves, OS SY valves, etc.
- 4.11.8.19** Lubricate all valves.
- 4.11.8.20** Exercise all post indicator valves.

- 4.11.8.21 Dry trip dry-pipe alarms valves and pre-action valves (when the temperature is below 40 degrees).
- 4.11.8.22 Wet trip dry-pipe alarm valves (springtime).
- 4.11.8.23 Clean all strainers on fire extinguishing system.
- 4.11.8.24 Check air compressor oil, belts, condensation drains.
- 4.11.9 The following requirements are illustrative only and are not to be construed as comprising the entire requirements. The most current, published National Fire Protection Association (NFPA) 25: *Water-Based Fire Protection Systems* and NFPA 101: *Life Safety Code* shall be the prevailing directives and shall be complied with as a minimum for standpipe and hose systems:
 - 4.11.9.1 Perform Annual and Semi-Annual inspections of gauges.
 - 4.11.9.1.1 Read and document gages condition and pressures.
 - 4.11.9.2 Perform annual inspections of control valves, pressure-regulating devices, piping, hose connections, cabinet, hose, hose storage device, hose nozzle, hydraulic design information signs, hose valves, etc.
 - 4.11.9.2.1 Inspect and visually check fire hose for age, cuts, abrasions, mildew, and general misuse. Note any deficiencies.
 - 4.11.9.2.2 Inspect and operate nozzle, check for gaskets.
 - 4.11.9.2.3 Inspect and operate control valves for each floor.
 - 4.11.9.2.4 Inspect and flush standpipe system.
 - 4.11.9.2.5 Inspect cabinet for proper care and use.
 - 4.11.9.2.6 Inspect pressure reducing device.
 - 4.11.9.2.7 Inspect for accessibility and fire hose identification signs.
 - 4.11.9.3 Perform semi-annual tests of water flow alarm devices, valve supervisory devices, supervisory signal devices, hose storage device, etc.
 - 4.11.9.4 Test fire hose every five years.
 - 4.11.9.5 Test pressure control valve, pressure-reducing valve, hose valves, hose connections every five years.
 - 4.11.9.6 Perform hydrostatic, flow, main drain, and valve status tests every five years.
 - 4.11.9.7 Perform annual maintenance of all valves and hose connections.
 - 4.11.9.8 Check that hydraulic information is posted, securely attached, and legible.
- 4.11.10 The following requirements are illustrative only and are not to be construed as comprising the entire requirements. The most current, published National Fire Protection Association (NFPA) 25: *Water-Based Fire Protection Systems* and NFPA 101: *Life Safety Code* shall be the prevailing directives and shall be complied with as a minimum for fire pumps, motors, isolating switches, circuit breakers, electrical panels, fire pump controller, jockey pump controller, valves, and transfer switches:
 - 4.11.10.1 Perform semi-annual inspection of pump bearings, pump shaft end play, pressure gages, sensors, coupling alignment, batteries, wet pit suction screens, etc.

- 4.11.10.1.1** Read and document gages condition and pressures to include but not be limited to suction and line pressures during running and shut off operations.
- 4.11.10.1.2** Check batteries for damage and corrosion. Check electrolyte levels.
- 4.11.10.1.3** Check engine running speed.
- 4.11.10.1.4** Check for pump alignment
 - 4.11.10.1.4.1** Check base plate – if the base is not leveled and properly grouted, the pump will lose alignment.
 - 4.11.10.1.4.2** If the pump is aligned but the pump flanges are being pulled in one direction or other, the pump will lose alignment.
 - 4.11.10.1.4.3** Check for set screws that are installed improperly.
- 4.11.10.1.5** Inspect all valves to include air release valve, circulation relief valve, control valves, pressure relief valve, etc. semi-annually.
- 4.11.10.1.6** Lubricate pump bearings semi-annually.
- 4.11.10.1.7** Perform annual inspection of mechanical transmission semi-annually.
- 4.11.10.1.8** Lubricate mechanical transmission coupling and gear drive semi-annually.
- 4.11.10.1.9** Exercise isolation switch and circuit breaker semi-annually.
- 4.11.10.1.10** Operate manual starting means semi-annually.
- 4.11.10.1.11** Inspect and operate emergency manual starting means semi-annually.
- 4.11.10.1.12** Tighten electrical connections semi-annually as necessary.
- 4.11.10.1.13** Lubricate mechanical moving parts semi-annually.
- 4.11.10.1.14** Calibrate pressure switch setting semi-annually.
- 4.11.10.1.15** Grease motor bearing semi-annually.
- 4.11.10.1.16** Test and check voltmeter and ammeter for accuracy semi-annually.
- 4.11.10.1.17** Perform inspection of the printed circuit boards (PCBs), electrical parts and wires semi-annually if applicable. Check for corrosion, cracked cable and wire insulation, and signs of water on electrical parts.
- 4.11.10.2** Perform annually, as part of the inspection of fire pump.
 - 4.11.10.2.1** All electrical connections shall be checked and repaired as necessary.
 - 4.11.10.2.2** Plumbing parts shall be checked for any leaks and documented accordingly.
 - 4.11.10.2.3** Engine crankcase breathers shall be inspected.

- 4.11.10.2.4** Accuracy of pressure gauges and sensors shall be inspected and replaced or recalibrated when more than 5% out of calibration.
- 4.11.10.2.5** Conduct flow test as required per NFPA 25
 - 4.11.10.2.5.1** Verify fluid levels in pump drive, system, primer, and gear case are correct level.
 - 4.11.10.2.5.2** All pump shift controls should be operational and interlock mechanisms should engage properly and pilot light functionality shall be confirmed.
 - 4.11.10.2.5.3** Verify intake and discharge valve controls are working, to include transfer and relief valves.
 - 4.11.10.2.5.4** Contractor shall only use test gauges that have been calibrated within 60 days of test date.
 - 4.11.10.2.5.5** Test:
 - 4.11.10.2.5.5.1** Five-Minute Vacuum Test
 - 4.11.10.2.5.5.2** Timed Primer Test
 - 4.11.10.2.5.5.3** 100% Test
 - 4.11.10.2.5.5.4** 5-Minute Overload
 - 4.11.10.2.5.5.5** 70% Test
 - 4.11.10.2.5.5.6** 50% Test

4.11.11 The following requirements are illustrative only and are not to be construed as comprising the entire requirements. Perform testing, inspection, maintenance, and certification of backflow devices on Fire Sprinkler Systems All testing shall be in accordance with current NFPA, State, Federal and local codes as per the NFPA standard. Annual testing of backflow prevention assemblies is required by Chapter 24 of the City of San Antonio's Plumbing and Fuel Gas Code, Chapter 34 of the City of San Antonio Code of Ordinances, and the SAWS Cross-Connection and Backflow Prevention Control Program.

- 4.11.11.1** Check backflow devices and document their condition annually.
- 4.11.11.2** Perform annual test of the backflow devices.
- 4.11.11.3** Complete and submit San Antonio Water System backflow forms annually.
- 4.11.11.4** All annual tests shall be completed prior to May 15th of each year.
- 4.11.11.5** All Fire Backflow tests must be performed by a licensed technician and registered as a certified backflow tester with the San Antonio Water System (SAWS)
- 4.11.11.6** All Fire Backflow Inspection Reports and Maintenance Forms shall be submitted to SAWS no later than the required due date of June 1ST of every year.
- 4.11.11.7** Provide CCDR with copies of All Fire Backflow Reports along with SAWS receipt confirmation.

- 4.11.12** Provide trained and authorized service personnel for testing and repair. A minimum of two (2) contractor representatives (service technicians) shall be present during all testing periods.
- 4.11.13** Testing, inspection and maintenance shall be performed on a semi-annual basis.
- 4.11.14** The following requirements are illustrative only and are not to be construed as comprising the entire requirements. The most current, published National Fire Protection Association (NFPA) 25: *Water-Based Fire Protection Systems*, NFPA 101: *Life Safety Code*, NFPA 96: *Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations*, and NFPA 17: *Standard for Dry/Wet Chemical Extinguishing System* shall be the prevailing directives and shall be complied with as a minimum for kitchen vent hood fire suppression systems:
- 4.11.14.1** System(s) require semi-annual and annual inspections.
- 4.11.14.1.1** Contractor shall take the fire alarm and monitoring system out of service to avoid false alarm activation during inspection or service.
- 4.11.14.2** Semi-Annual inspection
- 4.11.14.2.1** Visually inspect:
- 4.11.14.2.1.1** for popper nozzle coverage. Note any deficiencies.
- 4.11.14.2.1.2** surface, duct, and plenum nozzles.
- 4.11.14.2.1.3** verify the system has not been activated or tampered with.
- 4.11.14.2.1.4** cylinders that hold extinguishing agent.
- 4.11.14.2.1.5** piping, hose assemblies, and any associated auxiliary equipment.
- 4.11.14.2.2** Check pressure gauges for PSI, as per code.
- 4.11.14.2.3** Test detection line.
- 4.11.14.2.4** Change fusible links as required by code.
- 4.11.14.2.5** Replace protective blow off caps as required.
- 4.11.14.2.6** Test Gas shutoff valve(s), operation of switch(s), and remote pull station.
- 4.11.14.2.7** Verify functionality of actuators, control components, and all electrical mechanisms.
- 4.11.14.2.8** Clean exhaust and hood system so that it is free of any accumulation of grease deposits.
- 4.11.14.2.9** Install properly marked service tag.
- 4.11.14.2.10** Document all results and any required repairs on service report.
- 4.11.15** 5 Year Internal Sprinkler Inspection
- 4.11.15.1** An assessment of the internal condition of piping shall be conducted on a frequency determined by the NFPA standards for the purpose of inspecting for the presence of foreign organic and inorganic material.

4.11.15.2 An assessment of the internal condition of piping shall be conducted at a minimum of every 5 years or in accordance with current NFPA, State, Federal and local codes as per the NFPA standard.

4.11.15.3 In buildings having multiple wet pipe systems, every other system shall have an assessment of the internal condition of piping.

4.11.15.4 Vendor shall provide CDDR a copy of the 5 Year Internal Sprinkler Inspection report once the inspection has been conducted.

4.11.16 Annual Fire Hydrant Inspection - Fire hydrant flow tests are performed to determine the pressure and rate of flow available at various locations. These tests measure the static and residual pressure as well as the rate of discharge. The data from flow tests are used to uncover blockages or infrastructure problems in a water distribution system. Its use also includes properly designing fire sprinkler systems for commercial and residential buildings.

4.11.16.1 All testing shall be in accordance with current NFPA, State, Federal and local codes as per the NFPA standard.

4.11.16.1.1 Testing of Water Flow

4.11.16.1.2 Testing of Pressure Rating

4.11.16.1.3 Marking of Hydrants

4.11.16.1.4 Hydrant operation and identify obstructions

4.11.16.1.4 Check for cracks or missing caps

4.11.16.1.5 Check for leaky or broken nozzles, gaskets, and valves

4.11.16.1.6 Check for the correct above-ground hydrant height

4.11.16.1.7 Determine if the fire hydrants need to be repainted

4.11.16.1.8 Check for main valve leaks

4.12 INSPECTION, TESTING AND SERVICE REPORTS:

4.12.1 All testing shall be in accordance with current NFPA, State, Federal and local codes. Reports of every test shall be submitted to the CDDR as required by the Submittal Section.

4.12.2 A certificate of compliance must be completed and provided to CDDR each time a fire sprinkler system is installed, serviced, tested, repaired, altered or inspected.

4.12.3 Each time a system is inspected, tested, serviced, repaired, altered or installed, a service tag must be affixed to the fire extinguishing systems and an entry must be made in the system log. The tag and service report shall indicate if the Red or Yellow label (dated) was corrected and the type of service that was performed.

4.12.4 The Contractor shall provide a written report for each service. The Contractor shall provide a clear and legible copy of their work order showing all work performed, indicating the date and time of arrival and departure at each facility, name of person contacted at each facility, name of technician performing the work, and copies of material costs. Contractor shall be responsible for all sub-contracting with pricing for repair included in the quote. The report shall indicate the status of the system before and after completing the services. Work orders shall have a statement signed by the Contractor's technician and CDDR, a Facilities representative or designee acknowledging work was performed. Copies of the same work order shall be attached to invoices that are submitted for

payment. Contractor shall contact CDDR, a Facilities representative or designee upon arrival and completion of work.

4.12.5 The Contractor shall provide a comprehensive written report based on each fire extinguishing systems after inspection and testing occurs. The reports shall include but not be limited to the following information: work order number, Building name and address, Department name, CDDR name, equipment location in the facility, type of inspection or testing performed, equipment manufacturer (brand and type), serial number, model, the performed task, equipment information, date and time for start and completion of tasks, the total labor hours, condition of the system at arrival, notes, comments, recommendations, work order status, frequency schedule, readings, trouble alarms, malfunctions, batteries (condition and dates), battery charge condition, test and inspection results (pass or fail) for equipment. In addition, the Contractor shall furnish recommended changes to correct defective equipment or improve operating procedures. The report shall also include a list of existing equipment, valves, and so forth. At a minimum, the report shall include the information presented in NFPA 25. A floor plan shall be included with the report with the location of the devices.

4.12.6 Contractor shall provide test plans for inspection and testing of the system for each location.

4.13 GENERAL WORK REQUIREMENTS:

4.13.1 The Contractor shall furnish all labor, equipment, materials, and supplies required to provide preventive and remedial maintenance, inspections, and repairs of fire sprinkler systems to include but not be limited to control panels, primary power, secondary power, lamps, LEDs, LCDs, switches, trouble signals, fuses, transfer panels, automatic transfer equipment, gauges, control valves, alarm valves, check valves, water flow alarms, pressure reducing valves, relief valves, drains, alarms, alarm devices, bracing, piping (all types and sizes), fittings, sprinkler heads, spare sprinklers, valves, fire department connection, hydraulic nameplate, antifreeze solution, motor control cabinets, hoses, pumps, electrical systems, mechanical transmission, battery, cooling system, charging system, back flow devices, sprinkler wrench, identification sign(s), obstruction investigation, supervisory devices, flow tests, and other equipment that supports the sprinkler systems at various locations throughout the City of San Antonio as specified hereinafter:

4.13.2 Contractor shall perform all work in strict compliance with the requirements of the National Fire Protection Association, manufacturer's requirements, and all applicable federal, state, and local laws and regulations.

4.13.3 Contractor shall lay out the work using acceptable practices before starting any activities.

4.13.4 With regard to Other Services, time shall be based on actual time spent on the job site. Travel charges to the job site shall NOT be allowed. Mileage and travel time to and from the job site shall not be reimbursable under this contract. City shall not be responsible for trip charges or service charges. Contractor shall only invoice the City for the time spent on City's property and in accordance with Attachment B - Price Schedule.

4.13.5 Perform the required inspections, repairs, maintenance, system testing, and other services at the designated intervals as per the recommendations of the system's manufacturer.

4.13.5.1 In addition, any requirement not listed, but deemed necessary per the manufacturer's specifications shall be included.

- 4.13.6** Additional work on this contract can only be performed with prior City approval, subject to Texas Local Government Code Ch. 252 after Contractor has received a City issued purchase order. The City, however, reserves the right to solicit bids from other companies for Major Service calls.
- 4.13.7** Before ordering any Materials or performing any work, Contractor shall verify all requirements and shall be responsible for correctness of the same.
- 4.13.8** Parts, components and workmanship shall be those as recommended by the manufacturer of the Equipment, professional trade standards, and applicable codes and standards.
- 4.13.9** Contractor shall furnish to the CDDR, the manufacturer's recommended Materials, data, manuals, etc., for the Scheduled Maintenance of the Equipment. See 4.14 Submittals.
- 4.13.10** Contractor staff, including but not limited to, supervisor, service representatives and service technicians shall meet and follow all City security and other standards.
- 4.13.11** Contractor shall be responsible for the conduct and performance of Contractor's employees including any subcontractors. Contractor's personnel must be properly uniformed and shall display a valid ID identifying their company at all times.
- 4.13.12** City will provide necessary and reasonable means of access to the Equipment being serviced. Contractor shall be free to stop and start all primary Equipment incidental to the maintenance of the Equipment as necessary provided that arrangements are mutually agreed upon in advance by Contractor and the CDDR. Contractor shall furnish a detailed estimate of downtime for all services. Extended periods of Equipment shutdown at any facility shall be coordinated through CDDR.
- 4.13.13** Contractor's forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation of this contract, in whole or in part, at City's discretion.
- 4.13.14** The work in this solicitation shall be performed while the facilities are occupied or unoccupied; therefore, Contractor shall provide the services in a manner which does not impact or interfere with the building occupants' daily responsibilities.
- 4.13.15** The fire sprinkler systems shall be serviced whether the facilities are occupied or unoccupied, therefore, the Contractor shall provide the services in a manner which does not impact or interfere with the occupant's daily responsibilities.
- 4.13.16** Contractor shall deliver, store, and handle all materials in a manner that will prevent damage to the system or related components.
- 4.13.17** Contractor shall be aware that work performed, and materials and parts supplied under this contract will be monitored by City staff. Parts, maintenance procedures and workmanship will be those as recommended by the manufacturer of the equipment, and professional trade standards.
- 4.13.18** Contractor shall confine operations and work force to space allowed by law and as allotted by the City. The contractor at his/her expense shall protect and be responsible for any damage to adjacent buildings, property, etc.
- 4.13.19** Contractor must furnish inspection and service reports to the City's CDDR or designee for a signature verifying that the service or repair was performed and checked. A copy of the report shall be provided to the CDDR.
- 4.13.20** Contractor shall park only in designated parking spaces whenever performing services at any location. Contractor shall park vehicles legally and pay any associated costs for

parking if applicable. City will not be responsible for parking fees, and any violations, fines, or citations incurred by Contractor.

- 4.13.21** Contractor shall perform all work safely and follow required safety standards to include but not be limited to OSHA, NFPA, Federal, State, County, and City codes as applicable.
- 4.13.22** Contractor shall provide all necessary safety barriers at the job sites(s) during the execution of work to alert building occupants of potential hazards.
- 4.13.23** Contractor shall remove all trash and debris generated by Contractor's work. The service area shall be kept clean and maintained. No debris shall be dumped or left about the building or surrounding areas. Upon completion of work, the serviced area shall be left clean and free of any and all trash, scraps, cartons, etc.
- 4.13.24** Contractor and their supervisor(s) and service representatives shall follow all required security standards to gain access to the facilities and must obtain an identification badge from the Security Office prior to performing any work.
- 4.13.25** Contractor shall incur all associated costs and fees for the City's required COSA training, background checks, and ID badges.
- 4.13.26** Contractor shall provide a company contact and the following minimum information:
 - 4.13.26.1** Name
 - 4.13.26.2** Title
 - 4.13.26.3** Office Phone
 - 4.13.26.4** Cell Phone
 - 4.13.26.5** Email

4.14 SUBMITTALS:

- 4.14.1** Contractor shall provide documentation required by Section 4.3 – Proof of Licensing and Capability, pertaining to manufacturers' certifications and other documents that validates Contractor's and its technicians' qualifications. The documentation shall be submitted with the proposal response in accordance with Section 4.3.
- 4.14.2** Contractor shall submit a manufacturer's letter certifying that the contractor is authorized to provide the services required herein on the brand and type of fire sprinkler system with bid response.
- 4.14.3** Contractor shall submit a sample of preventive and remedial maintenance, inspection, test plans and repair maintenance reports with bid response.
- 4.14.4** Contractor shall provide samples for verification, if required, within ten (10) calendar days after notice to proceed or issuance of City Purchase Order.
- 4.14.5** Within fifteen (15) calendar days after contract award, Contractor shall provide an annual contract/project schedule for the period from the contract start date through September 30th to the CDDR for approval and coordination with CDDR. Contractor shall provide a new schedule by October 1st for the next fiscal year, which period begins October 1st and ends September 30th. Contractor shall continue to provide schedules annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.14.6** In addition to the Invoicing and Payment terms in Section 006 - General Terms & Conditions and Exhibit II – Working with COSA – Keys to faster payments, all invoices shall be submitted in duplicate- one copy to CDDR and original invoices to Accounts

Payable. Invoices shall be submitted within Ten (10) days of completing the Inspections, Maintenance, and Repair services.

4.14.6.1 Invoice shall include Purchase Order number.

4.14.6.2 Invoices shall be legible.

4.14.6.3 Items billed on invoices shall be specific as to applicable stock, manufacturer, catalog or part number (if any).

4.14.6.4 All invoices shall show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice.

4.14.6.5 Payment by the City is deemed to be made on the date of mailing the check.

4.14.6.6 The following documentation shall be attached to each invoice to validate charges:

4.14.6.6.1 Proof of City Permit Fees Paid (if applicable)

4.14.6.6.2 Proof of final inspection

4.14.7 If corrections to the invoice are required to meet City's requirements, Contractor shall make the corrections within two (2) calendar days after e-mail notification from CDDR.

4.14.8 Contractor shall provide warranty documents to the CDDR within five (5) calendar days after completion of the work.

4.14.9 Contractor shall provide manufacturer maintenance procedures (O&M Manuals as applicable) to CDDR within five (5) calendar days after completion of the work.

4.14.10 Contractor shall provide installation procedures to CDDR within five (5) calendar days after notice to proceed or issuance of City Purchase Order.

4.14.11 Contractor shall provide a comprehensive written and/or computerized service report based on each system after Scheduled Maintenance and Other Services are completed in each location. The report shall advise of all inspection problems or potential problems and include the maintenance history of all components within each system. The maintenance report, including checklists and schedules, shall be submitted to the CDDR within seven (7) calendar days after completion of the work. The report shall include photos showing condition and Equipment information. Payment may be withheld/delayed on any unit if Scheduled Maintenance is not performed and/or report is not submitted as specified.

4.14.11.1 If the system does not pass a scheduled performance test, based on Equipment failure not associated with Contractor negligence, Contractor shall supply an itemized estimate cost for the corrective services to make the system functional at full load rating to the CDDR.

4.14.12 Contractor shall provide written safety and spill plans within fifteen (15) calendar days after award for the fiscal year. Contractor shall provide updated safety and spill plans by September 1st for the next fiscal year to CDDR, which period begins October 1 and ends September 30. Contractor shall continue to provide a safety and spill plan annually for the same period thereafter throughout the term of this contract and all renewal periods.

4.14.13 Contractor shall provide a written Quality Control Program within fifteen (15) calendar days after award for the fiscal year. Contractor shall provide an updated Quality Control Plan by September 1st for the next fiscal year to CDDR, which period begins October 1

and ends September 30. Contractor shall continue to provide updated Quality Control Programs annually for the same period thereafter throughout the term of this contract and all renewal periods.

- 4.14.14** Life Cycle Report: On an annual basis, Contractor shall provide an asset life cycle management program that conducts a full analysis of the current Equipment installation and prepares a modernization plan to improve the Equipment to modern safety, accessibility, performance, and aesthetics standards. The plan shall evaluate investment schedules and constraints to assist the CDDR with budgeting for the Equipment recommended. Contractor shall provide the first plan within sixty (60) days of contract award and by April 1st of each year to CDDR. Contractor shall continue to provide Life Cycle Reports annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.14.15** Contractor shall provide digital photos of failed Parts within twenty four (24) hours of the service to the CDDR or as required by the specification/scope of work.
- 4.14.16** Contractor shall provide notification of deficiency and/or impairment of Equipment in writing within twenty four (24) hours of the service to the CDDR.
- 4.14.17** Contractor shall provide a list of key staff and point of contact information within fifteen (15) calendar days after award to include the required certifications and licenses for key staff to the CDDR. Contractor shall provide a list of key staff by October 1st for the next fiscal year, which period begins October 1 and ends September 30. Contractor shall continue to provide a list of key staff annually for the same period thereafter throughout the term of this contract and all renewal periods.
 - 4.14.17.1** Contractor shall update the CDDR within five (5) calendar days of any revisions to the key staff and provide the required certifications and licenses for any new key staff.
- 4.14.18** Contractor shall provide test reports within ten (10) calendar days after completing the services to the CDDR.
- 4.14.19** Contractor shall provide inspection reports within ten (10) calendar days after completing the services to the CDDR.
- 4.14.20** Contractor shall provide a service log that includes each location for the previous year by Oct 1 for the previous year to the CDDR. Contractor shall continue to provide a service log annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.14.21** Service Plan: Contractor shall provide a written service plan within fifteen (15) calendar days after contract award. The plan shall include a checklist of maintenance items, the source requiring the maintenance item, description of the item, frequency, time requirement, etc. Contractor shall provide a Scheduled Maintenance service plan by October 1st for the next fiscal year, which period begins October 1 and ends September 30. Contractor shall continue to provide Scheduled Maintenance service plans annually for the same period thereafter throughout the term of this contract and all renewal periods.

4.15 WORK HOURS:

- 4.15.1** Normal Working Hours: Normal Working Hours are defined as Monday – Friday, 7:00 AM to 5:00 PM, exclusive of City recognized Holidays.
- 4.15.2** Overtime Work Hours: Overtime Work Hours are defined as Monday through Friday 5:01 p.m. to 6:59 a.m., all day on weekends and on City recognized holidays.

- 4.15.3** All work shall be coordinated with the respective CDDR or designee to ensure building access and the least amount of disruption to the building occupants at all locations.
- 4.15.4** City Hall and Municipal Plaza Buildings: Unless otherwise approved by CDDR, no work shall be performed at these Buildings on Wednesday afternoons or all day on Thursdays. Scheduled Maintenance and any work that will cause a disruption to the building occupants shall be performed on Mondays, Tuesdays, and Fridays after normal working hours and weekends if necessary.
 - 4.15.4.1** City Hall, Cliff Morton Development Business Center, and Municipal Plaza buildings: any work that will cause a disruption during City Council and other public meetings will have to be rescheduled.

4.16 BUILDING RESTRICTIONS:

- 4.16.1** ACCESS: Contractor shall make prior arrangements with the CDDR to gain access into the building(s) to perform the services and obtain COSA access ID badges, if necessary.
- 4.16.2** IDENTIFICATION. Contractor's and subcontractors' personnel shall present a professional appearance and be readily identifiable to City staff when called out, to perform work under this contract. Contractor shall have the following:
 - 4.16.2.1** Vehicle(s) with Contractor's Logo
 - 4.16.2.2** Contractor Uniforms or Company Logo Apparel. Contractor shall ensure Contractor's personnel present a neat appearance and be easily recognizable as a Contractor employee. This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate ID badges which contain the company's name and employee's name. Contractor's uniforms shall be clean, unstained, well-fitting, and in good order. Shoes shall be sturdy construction and shall cover the foot to meet any required sanitation and safety requirements. Open-toed shoes, sneakers, sandals, and heels higher than two inches shall not be worn.
 - 4.16.2.3** ID Badges. Contractor's employees and subcontractors performing work under this contract shall wear ID Badges at all times while performing work under this contract. Badge content must be approved by City. At a minimum, badges shall contain name of Contractor, the name technician and name of subcontractor performing the work (if different).
- 4.16.3** PARKING: Contractor shall make arrangements with the CDDR prior to off-loading any tools and/or equipment at the job site. Contractor shall park only in spaces assigned by the CDDR.
- 4.16.4** Contractor shall park only in designated parking spaces when performing services at any location. Contractor shall park vehicle and equipment legally and pay all associated costs for parking, if applicable. The City will not be responsible for any violations, fines, or tickets incurred by Contractor.
- 4.16.5** RESTROOMS: Restrooms shall not be used for washing of tools and equipment.
- 4.16.6** SECURITY: Contractor shall provide a list of all Contractor personnel or subcontractors that are performing work at each job site and Contractor, or subcontractors' personnel shall comply with all security measures and protocols required by the City. Contractor personnel

and subcontractor personnel shall follow all required security standards and procedures to gain access into the facilities.

4.17 WARRANTY:

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

4.18 UNSATISFACTORY PERFORMANCE:

- 4.18.1** Unsatisfactory performance may result in a negative Contractor performance report. City may consider the following performance by the Contractor as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:
- 4.18.2** Repeated "Call Backs" to correct the previous services that were performed.
- 4.18.3** Contractor personnel assigned to perform services on this contract do not have the skills or knowledge to troubleshoot and diagnose the problem or perform the required services.
- 4.18.4** Contractor does not provide submittals as required by the solicitation.
- 4.18.5** Contractor does not complete the work as required by the solicitation.
- 4.18.6** Contractor does not provide invoices on time as required by the solicitation.
- 4.18.7** Contractor does not meet the project schedules as required by the solicitation.
- 4.18.8** Contractor does not meet performance requirements as required by the solicitation.

- 4.18.9 Contractor does not meet contract and City Department meeting requirements as required by the solicitation.
- 4.18.10 Contractor does not meet documentation requirements as required by the solicitation.
- 4.18.11 Parts, maintenance procedures, and workmanship provided by Contractor shall be those as recommended by the manufacturer of the Equipment, and professional trade standards. Failure of Contractor to produce quality services under the terms established in this specification and scope of work may result in the termination of the contract by City.
- 4.18.12 Contractor does not have and/or demonstrate an effective and efficient Quality Control Program as required by the solicitation.

4.19 DELIVERY, STORAGE AND HANDLING REQUIREMENTS:

- 4.19.1 Material shall be delivered to the job site by Contractor and the quantity shall be sufficient to provide services.
- 4.19.2 Material shall be protected from the environment and secured to prevent theft and/or vandalism.
- 4.19.3 Contractor shall not store Material, Parts or components in the mechanical rooms without written authorization from the CDDR.

4.20 QUALITY ASSURANCE AND CONTROLS:

- 4.20.1 Only trained and certified Contractor or Subcontractor technicians shall be used to provide services.
- 4.20.2 Only products shipped directly from manufacturer, or an approved distributor shall be used for this contract.
- 4.20.3 Contractor shall ensure that quality standards are met during and after all services.
- 4.20.4 All services shall meet codes and manufacturer's standards.
- 4.20.5 Contractor is responsible for quality services and quality control procedures.
- 4.20.6 Contractor shall provide a report that shows requirements were met.
- 4.20.7 The program shall meet ISO 9001 or similar standards.

4.21 SERVICES AND RESPONSE TIME:

- 4.21.1 Contractor shall maintain the services of a professionally staffed telephone answering system so that immediate and continuous contact on a 24 hours per day, 7 (seven) days per week and 365 days per year basis can be made. Answering service personnel shall be employed by Contractor. Answering machines are not acceptable.
- 4.21.2 Contractor shall provide a point of contact (name and phone number) to be available 24/7 including weekdays, weekends, and holidays.
- 4.21.3 Contractor shall provide names and phone numbers of the technicians providing the services and ticket number or service number.
- 4.21.4 Parts and components for Other Services shall be at Contractor's cost plus markup per price schedule. Contractor shall provide copies of receipts for all Parts and supplies to the CDDR with the service invoice.

- 4.21.5** SCHEDULED MAINTENANCE SERVICE: Contractor shall perform the Scheduled Maintenance Services on the scheduled date. If unforeseen conditions arise, (example bad weather during the scheduled date) on the initial proposed scheduled date, Contractor shall notify CDDR via email or phone call. The rescheduled service shall be performed within fourteen (14) calendar days of the original Scheduled Maintenance date.
- 4.21.5.1** Inspection, maintenance and non-emergency repairs of fire sprinkler systems shall be conducted during normal business hours Monday through Friday 7:00 a.m. to 5:00 p.m.
- 4.21.5.2** Testing of annunciating devices must be performed before or after normal business hours or on weekends. Service and testing shall be coordinated with the CDDR or designee to ensure building access and the least amount of disruption to the building occupants at all locations.
- 4.21.5.3** Contractor shall perform all necessary labor on the existing equipment to replace parts and components that fail during the testing and inspection of the systems. Once a part has failed and must be replaced the Contractor must notify and seek approval from the CDDR or designee prior to performing the replacement work.
- 4.21.5.4** Contractor shall identify and document fire sprinkler systems malfunctions. All system malfunctions shall be reported to the CDDR in writing within 24 hours.
- 4.21.5.5** Contractor shall test and calibrate repaired items.
- 4.21.5.6** Contractor shall review performance data and maintenance records to determine adequacy of maintenance.
- 4.21.5.7** Contractor shall inspect and replace malfunctioning components, gauges and meters. The CDDR or designated representative must provide authorization and acceptance of the estimate before proceeding.
- 4.21.5.8** Contractor shall remove, repair, and replace defective fire sprinkler systems components that have been installed by the Contractor. This shall be at the Contractor's sole expense.
- 4.21.5.9** Contractor shall use precision test equipment to troubleshoot malfunctions and inspect parts for excessive wear and other conditions.
- 4.21.5.10** If a deficiency is not corrected at the conclusion of the system inspection, testing, and maintenance procedure, the CDDR or designated representative shall be informed of the impairment in writing within 24 hours. The service report that identifies the deficiency shall note the required repairs, placement of the inspection tag, and define the system's current condition.
- 4.21.5.11** The CDDR is responsible for providing advance notification of testing, inspections, and maintenance for the fire alarm system to the building occupants. Contractor shall coordinate all inspections, testing, and maintenance of the fire alarm systems with the CDDR PRIOR to performing any work.
- 4.21.5.12** At the conclusion of testing, those previously notified shall be notified that the testing has been concluded. CDDR is responsible for providing the notification. The Contractor shall immediately notify the CDDR upon the completion of system testing.

- 4.21.5.12.1** Contractor shall secure the fire sprinkler systems. Fire sprinkler systems shall be secured from inadvertent actuation, including disconnection of releasing solenoids or electric actuators, closing of valves, other actions, or combinations thereof, for the specific system, for the duration of the fire sprinkler system testing.
- 4.21.5.12.2** Testing shall include verification that the releasing circuits and components energized or actuated by the fire sprinkler systems are electrically monitored for integrity and operates as intended.
- 4.21.5.12.3** Contractor shall return the fire sprinkler system to normal operation after testing. Fire sprinkler systems and releasing components shall be returned to their functional operating condition upon completion of system testing.
- 4.21.5.12.4** Contractor shall perform reacceptance testing to verify the proper operation of added or replaced devices, appliances, and emergency control function devices, control equipment, and so forth.
- 4.21.5.12.5** Contractor shall notify the CDDR of any condition that impairs the continued safe use of the equipment covered under the scope of this contract, including, but not limited to: conditions which may cause injury; conditions which may cause damage to the equipment; conditions which may be hazardous; and conditions that require the system to be replaced (i.e., manufacturer's notices for re-call etc.)
- 4.21.5.12.6** Contractor shall coordinate the monitoring of the fire alarm panel control system with the awarded fire alarm panel controls system Vendor during testing and insure that a certified technician is onsite.

4.21.6 EMERGENCY & URGENT SERVICES:

- 4.21.6.1** Contractor shall verbally respond to all requests for emergency and urgent services regarding a malfunctioning fire sprinkler system and the supporting equipment within Fifteen (15) minutes and be onsite to perform repairs within one (1) hour after being contacted during both Normal Working Hours and After Normal Working Hours.
- 4.21.6.2** Emergency and urgent work shall be performed during normal working hours whenever possible; however, services shall be performed 24 hours, seven (7) days a week if deemed necessary by the City's CDDR.
- 4.21.6.3** Contractor shall have a minimum of one (1) qualified technician respond on site after receipt of the initial notification request from CDDR.
- 4.21.6.4** Contractor shall contact the CDDR upon arrival at the job site.
- 4.21.6.5** **If an inspection reveals a problem exists in the Equipment, which is attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, the total cost of the Emergency Service visit, including Parts and labor, shall be borne by Contractor, and no charges shall be authorized by the City. If the problem is not attributable to Contractor's lack of adherence to Scheduled Maintenance and quality**

controls, then Contractor shall invoice the City based on labor rates and Parts upcharge per Attachment B - Price Schedule.

- 4.21.6.6** An emergency or urgent call is any condition that can potentially impact the health, safety and welfare of City employees and the public as determined solely by the City. The City will identify emergency and urgent calls at time of notification.
- 4.21.6.7** Contractor shall not begin any work unless specifically requested by the CDDR in writing by issuance of a purchase order or by an email from CDDR. After a request by email, a purchase order will be provided by CDDR within seven (7) business days after receipt of proposal. Contractor shall provide a quotation of the work to be performed with an estimated cost for service calls within one (1) business day for Emergency and Urgent service calls. This work shall be billed in accordance with labor and Parts charges listed on the Price Schedule. The City shall not pay for any unauthorized Parts or labor charges. Contractor shall submit invoices for Emergency and Urgent service work with the City's purchase order number reflected on the invoice.
- 4.21.6.8** Some emergencies and urgent circumstances are of such a nature that it is impossible to wait for issuance of a purchase order or creation of an estimate. The CDDR will determine which situations fall under these circumstances and Contractor shall provide the services needed as directed.
- 4.21.6.9** Equipment parts and components shall be charged at cost plus markup per the price schedule. Contractor shall provide copies of receipts for all parts and supplies to the CDDR with the service invoice.
- 4.21.6.10** The work shall be completed on the same day of the notification, but not to exceed twenty four (24) hours from the time of arrival to the site. If work cannot be completed during the same day of the notification due to unavailability of Material, Contractor shall get the system operational using temporary methods if possible. The Contractor shall order Material within four (4) hours and shall receive Material within twenty four (24) hours of the initial notification. The Equipment shall be back to normal operations within forty eight (48) hours of the initial notification. If these requirements cannot be met, Contractor shall provide documentation to the CDDR for evaluation and a final completion date. The information shall be provided within two (2) hours from the time of arrival to the site.

4.21.7 ROUTINE SERVICES (NON-EMERGENCY):

- 4.21.7.1** Contractor shall call back the CDDR within Fifteen (15) minutes of receipt of phone call or email from CDDR, stating that there is an issue requiring service for any of the fire sprinkler systems and supporting equipment referenced within this contract.
- 4.21.7.2** Contractor technician(s) shall respond on site to perform repairs within two (2) hours of Contractor's receiving the notification during Normal Working Hours unless extenuating circumstances prevent the Technician from arriving within the two-hour timeframe. This shall be communicated to the CDDR.
- 4.21.7.3** Non-emergency work shall be performed during normal working hours, 7:00 a.m. till 5:00 p.m. M-F.
- 4.21.7.4** Contractor shall have a minimum of one (1) qualified technician respond on site after receipt of the initial notification request from CDDR.

- 4.21.7.5 Contractor's Technician shall contact the CDDR upon arrival at the job site.
- 4.21.7.6 **If an inspection reveals a problem exists in the Equipment which is attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, the total cost of the Routine Service visit, including parts or components and labor, shall be borne by Contractor, and no charges will be authorized by the City. If the problem is not attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, then Contractor shall invoice the City based on labor rates and Parts upcharge per Attachment B - Price Schedule.**
- 4.21.7.7 Equipment parts and components shall be charged at cost plus markup per the price schedule. Contractor shall provide copies of receipts for all Parts and supplies to the CDDR with the service invoice.
- 4.21.7.8 The work shall be completed on the same day of the notification. If work cannot be completed during the same day of the notification due to unavailability of Material, the work shall be accomplished within fourteen (14) calendar days after identifying the Material and other requirements and with City's approval. All requirements shall be identified within twenty four (24) hours of the notification. Material requirements shall be processed and ordered within twenty four (24) hours of receipt of notification. Contractor shall receive Material within seven (7) calendar days of the notification. If these requirements cannot be met, Contractor shall provide documentation to the CDDR for evaluation and a final completion date.
- 4.21.7.9 Contractor shall not begin any work other than Scheduled Maintenance, unless specifically requested by the CDDR in writing by issuance of a purchase order or by a request in writing by email from CDDR. Contractor shall provide a quotation of the work to be performed with an estimated cost for service within twenty four (24) hours of the request.

4.21.8 MAJOR REPAIR SERVICES:

- 4.21.8.1 Contractor shall inform the CDDR if repairs are needed. Major repairs require CDDR written approval before initiating work.
- 4.21.8.2 Major repairs shall be bid separately from this contract.
- 4.21.8.3 Major repairs shall constitute any repairs exceeding \$5,000.00 in cost. Refer to Section 004 – Specifications/Scope of Services, subsection 4.2.2.9.
 - 4.21.8.3.1 Any repair that exceeds \$50,000.00 shall require a change order and approval by San Antonio City Council via passage of an ordinance. Contractor may be subject to additional payment and performance bond requirements see section 005 – Supplemental Terms & Conditions, Payment Bond, and Performance Bond for contractual requirements.
- 4.21.8.4 Contractor shall start major repairs within two (2) calendar days after receiving the purchase order from the City.

4.21.9 CALL BACKS AND RESPONSE TIME:

- 4.21.9.1 Call backs are returns for inspections or service for an incident that City previously requested, and for which Contractor previously reported as having completed the services. Call back service is included at no additional cost to

City. Call back response time shall be in accordance with an Emergency Service call.

4.22 OUT OF SERVICE CREDITS:

- 4.22.1** Whenever any Equipment or related components are inoperable or malfunctioning for extended periods, substantial and intangible harm may accrue to the City, its citizens and patrons. Therefore, it is imperative that Contractor responds to City's requests for service in a timely manner and completes all Scheduled Maintenance and Other Services repairs within the time periods provided.
- 4.22.2** The City may invoke Service Credits if Contractor fails to return a call for service within the fifteen (15) minute response period or fails to respond on site to a request for service within two (2) hours for routine calls or one (1) hour for Emergency Calls. The applicable respective two (2)-hour or one (1)-hour period starts when Contractor receives notification from the CDDR via a service call. Contractor shall be deemed to have received the service call or email at the time it is sent by City.
- 4.22.3** City may also invoke Service Credits if Contractor fails to: (a) complete Scheduled Maintenance Service within fourteen (14) calendar days of the originally scheduled maintenance date; (b) provide a quotation of the work to be performed with an estimated cost for repair within twenty four (24) hours of the request, or, in the case of Emergency Requests, within the same business day; (c) complete Routine Service requests within fourteen (14) calendar days after receipt of City's purchase order, if work cannot be completed during the same day of notification due to unavailability of Materials; and (d) complete Emergency/Urgent Service requests within twenty-four (24) hours after receipt of City's purchase order or notice to proceed by email if work cannot be completed during the same day of notification due to unavailability of Materials.
 - 4.22.3.1** Scheduled service work that is not completed and results in an inoperable system shall not be cause for a waiver of the Service Credit.
- 4.22.4** The City may, at its discretion, instruct Contractor to perform this work at another specified time, in which case the service credit will not be invoked. The service credit does not apply to Force Majeure conditions, or when units are taken out of service to accomplish pre-planned, City approved activities.
- 4.22.5** The Service Credit is \$50.00 per hour or fraction of an hour, for each failure to meet a required response time, failure to provide a quotation of the work to be performed within the required period, and for each failure to complete repairs within the required period and continues to accrue until such time as Contractor responds, provides the quotation, or completes the repair, as applicable. Acceptable operation of Equipment must be verified by the CDDR for repairs to be considered completed.
- 4.22.6** The Service Credit is not invoked in those instances where inoperable systems are a result of an accident caused by others and not due to Contractor's error, lack of Scheduled Maintenance, negligence, or failure to meet the response times indicated herein. Contractor is responsible for ensuring that the CDDR is made aware of these situations within thirty (30) minutes of arrival.
- 4.22.7** The Service Credits apply to Equipment and related components separately; therefore, simultaneous breakdowns of several units may invoke multiple Service Credits. However, Service Credits shall not be applied in such a manner that would result in Contractor paying double or multiple credits for one item of Equipment that is inoperable.
- 4.22.8** The CDDR shall be the final authority on whether or not a service credit is invoked. When a service credit has been invoked, Contractor shall calculate such service credit and

Contractor shall include the deduction on the next invoice. If the amount of the Service Credit exceeds the amount of the invoice, Contractor must continue to apply the service credit to subsequent invoices until the full amount has been applied. If the contract is at the end of its term, Contractor shall pay City any balance due in Service Credits within thirty (30) calendar days of the contract's expiration or termination. City's failure to invoke Service Credits at any point in time shall not be deemed a waiver. Continual failures by Contractor to expedite work to correct malfunctions is cause for termination of the contract and use of performance bond monies, among other things, may be utilized to perform required services.

4.22.9 The Parties agree that these Service Credits are liquidated damages, and not a penalty.

4.23 SPECIAL CONDITIONS:

- 4.23.1** Contractor will not be responsible to install additional Equipment that may be required or recommended by insurance companies, governmental agencies, or others.
- 4.23.2** There shall be no escalation of price for Inspection(s), Maintenance, or Repairs (service hourly rates) during the term of this contract.
- 4.23.3** If at any time, after the date of the proposal, Contractor reduces the comparable price of any article or service covered by this contract to customers other than City, the price to City for articles or services shall be reduced proportionately. Such reductions shall be effective at the same time and in the same manner as the reduction in price to customers other than the City. In addition to invoicing at the reduced prices, Contractor shall furnish promptly to City complete information as to such reductions.
- 4.23.4** City reserves the right to make, or cause to be made, inspections and tests whenever it deems advisable or necessary to ascertain that the requirements of this specification and scope of work are being fulfilled. Contractor agrees to furnish personnel to accompany the City or its representatives during such inspections at no cost to the City. Deficiencies noted shall be submitted in writing to Contractor. Contractor shall, promptly (within ten (10) calendar days, unless otherwise agreed), correct deficiencies covered under the terms of this specification/scope of work at Contractor's expense.
- 4.23.5** Should Contractor require remote monitoring of the Equipment to facilitate its maintenance program, Contractor shall first receive approval in writing from CDDR; all related installation and maintenance costs shall be at Contractor's expense.
- 4.23.6** Contractor shall pay for all state and local inspection fees with regard to operation of Equipment covered by this specification and scope of work.
- 4.23.7** The City may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from the City. Contractor agrees:
 - 4.23.7.1** To treat, and to obligate Contractor's employees, subcontractors and suppliers to treat as confidential all such information whether or not identified by the City as confidential.
 - 4.23.7.2** Not to disclose any such information or make available any reports, recommendations, or conclusions which Contractor may make on behalf of the City to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining the City's written approval, except to the extent necessary in connection with performing Services or when required by law.

- 4.23.8** Contractor shall not, in the course of performance of this specification and scope of work, or thereafter, use or permit the use of the City name or the name of any affiliate of the City, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other Materials prepared by or on behalf of Contractor without the prior written approval of the City, as applicable.
- 4.23.9** Contractor shall complete any required Scheduled Maintenance, service calls, repair and/or replacement of all defective parts prior to the end of the contract period. In the event this is not accomplished prior to completion of contract, the City reserves the right to procure the service elsewhere and charge Contractor for the difference in cost of such services. Contractor shall pay the said sum within twenty (20) calendar days of receipt of the City's notice. This provision shall survive termination of this agreement.
- 4.23.10** Electrical Components, Devices, and Accessories: All components, devices, and accessories shall be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to the Authority Having Jurisdiction (AHJ) and marked for intended use. All electrical work shall be performed by an electrical Contractor licensed in the State of Texas. If repairs are needed that require the work of a licensed electrical Contractor, Contractor will provide City with an estimate of the cost, including the cost of the licensed electrician. Subject to Texas Local Government Code Ch. 252, City shall have the option to allow Contractor to proceed with the work by issuing a change order or may procure the electrical services separately.
- 4.23.11** Plumbing Components, Devices, and Accessories: All components, devices, and accessories shall be listed and labeled as defined in the International Plumbing Code, by a testing agency acceptable to the AHJ and marked for intended use. All plumbing work shall be performed by plumbing Contractor licensed in the State of Texas. If repairs are needed that require the work of a licensed plumbing Contractor, Contractor will provide City with an estimate of the cost, including the cost of the licensed plumber. Subject to Texas Local Government Code Ch. 252, City shall have the option to allow Contractor to proceed with the work by issuing a change order or may procure the plumbing services separately.
- 4.23.12** To solve any specific problem, and at the request of the CDDR, Contractor shall provide analysis reports. Analysis reports shall be submitted, within ten (10) days from the date of collection, to the CDDR.

4.24 CRIMINAL BACKGROUND CHECKS:

- 4.24.1** Contractor is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. Contractor shall retain all employee records, including any criminal background checks, for the retention period stated in section 006-General Terms and Conditions.
- 4.24.2** Contractor shall remove an employee from service under this contract should Contractor become aware that the employee has been convicted of a crime.
- 4.24.3** Contractor is responsible for any costs incurred in conducting criminal background checks, which shall be performed prior to the individual performing services hereunder.
- 4.24.4** In order to conduct periodic contract compliance reviews, and to the extent permitted by law, City may request or review background check results at any time. Contractor shall provide copies of the requested information, or access thereto in San Antonio, Texas, and shall obtain authorization for the disclosure from the employee at time of hire, or prior to performing work hereunder, as applicable, to the extent required.

- 4.24.5** Contractor will be providing services under this contract for facilities with access to Criminal Justice Information Services (CJIS). Persons with any of the criminal histories shown below are not allowed unescorted access to CJIS Facilities. Since City staff have their own responsibilities, Contractor's employees providing services to CJIS facilities must pass this criminal background check to provide services in these locations.
- 4.24.5.1** Felony conviction – permanent disqualifier
 - 4.24.5.2** Felony deferred adjudication – permanent disqualifier
 - 4.24.5.3** Class A misdemeanor conviction – permanent disqualifier
 - 4.24.5.4** Class A misdemeanor deferred adjudication – permanent disqualifier
 - 4.24.5.5** Class B misdemeanor conviction – disqualifier for ten (10) years
 - 4.24.5.6** Class B misdemeanor deferred adjudication – disqualifier for ten (10) years
 - 4.24.5.7** Open arrest for any criminal offense (felony or misdemeanor) – disqualifier until disposition
 - 4.24.5.8** Family violence conviction – permanent disqualifier
 - 4.24.5.9** CJIS Facilities within this contract are: Emergency Dispatch Center (PSAP), Emergency Operations Center (EOC), Frank Wing Building (Municipal Courts), Municipal Plaza Building, Municipal Record Storage Facility, Plaza De Armas Building, Public Safety Tech. Center (ITSD/Central Patrol), Police Training Academy, Public Safety Headquarters (PSHQ), and SAPD Property & Evidence Facility.
 - 4.24.5.10** Security Addendum for Criminal Justice Information Services (CJIS). Contractor will be required to provide services to City departments that perform criminal justice services. Criminal Justice Agencies, such as the San Antonio Police Department, are required to comply with the security requirements managed by the Federal Bureau of Investigations (FBI) and state agencies, such as the Texas Department of Public Safety. The Federal Criminal Justice Information Services Security Policy applies to every individual, Contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Agency shall comply with the Policy and shall execute the CJIS Security Addendum attached to this agreement. Contractor's employees or agents who are subject to the Policy will be required to sign a Contractor Employee Certification and be finger printed. All costs associated with compliance of the CJIS Policy shall be borne by the Contractor. Contractor shall comply with any changes made to the security requirements by law. Refer to Attachment H – CJIS Addendum.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract or October 1, 2024, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. The contract shall terminate on September 30, 2027.

Renewals:

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

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 (3) 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 therefor.

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.

Force Majeure.

Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the Out of Service Credits provision is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

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 numbers
- 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 ten (10) business days of request by City, and no later than five (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

If selected to provide the services described in this RFCSP, CONTRACTOR shall be required to comply with the insurance requirements set forth below.

No later than 30 days before commencement of services, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Finance Department. The certificate must be:

- clearly labeled with the name of the contract in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance); and
- properly endorsed and have the agent's signature, and phone number.

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY's Finance Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this RFCSP, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for this contract.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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. If the Respondent claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

INSURANCE TYPE	LIMITS
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 e) Independent Contractors*	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella 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. Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*If Applicable	

CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. CONTRACTOR shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within ten (10) days by submitting the requested insurance documents to the CITY at the following address:

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

CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and 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 CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- CONTRACTOR shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and

- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal, or materials change in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.

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

In addition to any other remedies CITY may have upon CONTRACTOR's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

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

CONTRACTOR's insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

Proposal Bonds:

Contractor must submit a proposal bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of \$1,000. The Proposal Bond shall be valid for 180 days following the deadline for submission of bids. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Authority bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any proposals received without a Proposal Bond will be disqualified.

For electronic submissions, Respondent must provide the original Proposal Bond to the **City of San Antonio Finance Department, Procurement Division, [Annual Contract for Fire Sprinkler Inspections, Maintenance, and Repair Services; RFCSP 24-084; RFx 6100017851], P.O. Box 839966, San Antonio, TX 78283-3966** or hand-deliver required documents to: **City Tower (CT), 100 W. Houston St., San Antonio, TX 78205. Parking Validation at City Tower Garage: Please obtain a parking ticket at the City Tower Garage entrance; take the elevator down to the Concourse (C) Level and will validate your parking ticket prior to you leaving CT. Respondent must coordinate directly with assigned Procurement Specialist prior to hand delivery and**

address envelope with the following information: Proposal Bond - Annual Contract for Fire Sprinkler Inspections, Maintenance, and Repair Services; RFCSP 24-084; RFX 6100017851 prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent's electronic submission through the SAePS Portal.

Payment Bond:

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one-year period. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, Chapter 2253 and the Texas Property Code, Chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract. Contractor is required to maintain the bond's value for the life of the contract, by supplementing the bond or providing a new one, as may be required, in the event of a draw. In addition, for any repairs exceeding the bond's value, Contractor must supply a supplemental Payment Bond, meeting the same requirements herein, to cover the incremental increase between this bond's value and the cost of the repair.

Performance Bond:

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United State Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one-year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, Chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

Workers' Compensation:

Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Incorporation of Attachments.

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

Attachment A – Part One – General Information Form

Attachment A – Part Two – Experience, Background and Qualifications

Attachment A – Part Three – Proposed Plan

Attachment B – Price Schedule, Revision III, July 15, 2024

Attachment C – Contracts Disclosure Form
Attachment D – Litigation Disclosure Form
Attachment E – Certificate of Interested Parties (Form 1295)
Attachment F – Subcontractor/Supplier – Utilization Plan
Attachment G – Veteran Owned Small Business (VOSB) Preference Program Tracking Form
Attachment H – Criminal Justice Information Service (CJIS) Addendum
Attachment I – Site Visit Schedule
Attachment J – Proposal Checklist
Exhibit I – Small Business Economic Development Advocacy (SBEDA) Program
Exhibit II – Working with COSA --- Keys to faster payments
Exhibit III – Pre-submittal Conference PowerPoint

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

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, TX 78283-3976.

Information Required on Invoice.

All invoices must be in a form and content approved by the City. The City may require modification of invoices, if necessary, in order to satisfy the 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.

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 effort attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

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

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

INDEMNIFICATION.

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

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

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if

such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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.

Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this bid and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting a bid, Bidder warrants and certifies, and a contract awarded pursuant to this RFCSP is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous bid or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the bid or terminate the Contract for material breach.

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

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that

have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

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

State Prohibitions on Contracts:

This section only applies to a contract that:

- (1) is between a governmental entity and a company with ten (10) or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit 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. This term does not include a sole proprietorship.

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 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.

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 hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 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 energy companies; and (2) will not boycott energy companies

during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

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

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City 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.

HEAT ILLNESS PREVENTION ORDINANCE 2023-08-31-0585

Effective August 31, 2023, the Heat Illness Prevention Ordinance implemented requirements to certain City-funded contracts involving activities in outdoor and unconditioned spaces.

Respondent, as an employer, is currently responsible under the General Duty Clause, Section 5(a)(1) of the Occupational Safety and Health Act of 1970 (the "Act") to provide their employees with a place of employment that "is free from recognized hazards that are causing or likely to cause death or serious harm to employees", including heat-related hazards that are likely to cause death or serious bodily harm.

The San Antonio City Council approved an ordinance on August 31, 2023, to provide criteria to further guide contractors in San Antonio heat conditions to better protect its residents and contractor employees working in San Antonio (the "Heat Illness Prevention Ordinance"), which provides:

When the heat index for San Antonio, Texas equals or exceeds 95 degrees Fahrenheit, Contractor is required to take all of the following actions for all onsite workers working outdoors or unconditioned spaces (without air conditioning):

- a) Mandate at least a fifteen (15) minute rest break for every four (4) hours worked. No employee may be required to work more than 3.75 continuous hours without a rest break. These rest breaks are in addition to and shall not take the place of other required or otherwise provided rest breaks.
- b) Provide a heat relief station at the Site with a shaded area and water.
- c) Train supervisors and workers to recognize heat hazards and take appropriate actions.
- d) Post signage with City requirements in both English and Spanish within the Site where notices to employees are customarily posted. City will prescribe the size, content, and location of signs within applicable design guidance manuals.
- e) Contractor shall submit a "heat safety plan" as part of Contractor's proposal.

By submitting a proposal to or executing contract documents with the City of San Antonio, Respondent hereby verifies that it agrees to adhere to the City's Heat Illness Prevention Ordinance during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

City Data

Vendors awarded a contract with the City of San Antonio agree to comply with the City's Data Governance Administrative Directive 7.12 and Data Security Administrative Directive 7.3a in the same manner required of City employees, interns, volunteers and trainees, for City Data arising out of, resulting from or related to Vendor's activities under such contract.

As between City and Vendor, City is and will remain the sole and exclusive owner of all right, title, and interest in and to all City Data, including all intellectual property rights relating thereto, subject only to any limited license expressly granted to Vendor, and Vendor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Vendor materials, including all intellectual property rights relating thereto, subject only to the authorization and license granted to City.

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, 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.

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. RFCSP 24-084; RFX 6100017851

Signature of Person Authorized to Sign Proposal

008 - STANDARD DEFINITIONS

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

All-or-None Proposal – a request for competitive sealed proposal in which the City will award the entire contract to one (1) respondent only.

Alternate Proposal - two (2) 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 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 (2) 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. If you are conducting business in Texas, it is likely you will have to register your business with the State Comptroller. Depending on the type of business you conduct, you may also be required to obtain a permit, collect and or pay tax, and file tax returns.)

DUNS NUMBER: _____

Unique Entity ID (generated by SAM.gov): _____

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 ten (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 (1) 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 12 months?
Yes ____ No ____

- 4.** Is Respondent authorized to do business in the State of Texas?
Yes ____ No ____ If "Yes", provide Texas Secretary of State registration number.

(If “No”, please note the City of San Antonio requires Respondents selected for award of a contract register with the Texas Secretary of State. Changes to the registered agent or registered office information must always be filed with the Texas Secretary of State and comply with applicable statutory requirements. A sole proprietor, conducting business under an assumed name (a name other than the surname of the individual), shall file an assumed name certificate with the Office of the Bexar County Clerk. Any associated costs, fees or expenses should be considered in Respondent’s price proposal.)

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? Yes ____ No ____
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.

12. Financial Review: Is your firm publicly traded? Yes ____ No ____ If "Yes", provide your firm's SEC filing number.

REFERENCES

Provide three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to within the past three (3) years. The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below of the references you have submitted. City references are not allowed.

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. Provide response below each item.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past five (5) years. Identify associated results or impacts of the project/work performed and provide summary of equipment that were maintained by the vendor.
2. For evaluation purposes, Contractor shall submit a list of service contracts within the last five (5) years and list any names under which the organization has performed business within the last five (5) years.
 - a. **The Contractor shall provide with proposal response a list of at least three (3) references** for which equipment services of the same type and to the same degree was provided within the last five (5) years. References should include the company name, point of contact, phone number, description of services provided, date of service, and size of facility. Respondents shall submit, upon request of the City of San Antonio, for evaluation purposes, a resume of experience of the assigned foreman and service personnel. Contractor shall provide a list of other name(s) under which organization has done business within the last five (5) years.
3. Describe Respondent's specific experience with public entities, and large municipalities with contracts of similar scope. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past. Provide detailed information of joint venture's and/or sub-contractors responsibility within the contract.
6. Provide Respondent's technician's factory trained certifications for Scheduled Maintenance service and Other Services as required by the specification/scope of work; or "alternative letter" in accordance with section 4.3.2.1.
7. Contractor's technicians shall have at least five (5) years of experience in maintenance and repairs of the Equipment. Contractor shall supply documentation to confirm this amount of actual experience in accordance with section 4.3.2.2.
8. Provide documentation that at least one technician meets the journeyman license requirement for the State of Texas.
9. Provide documentation certifying technicians are OSHA work environment certifications, and chemical usage safety training.
10. Fully describe Respondent's company and experience as it relates to the following:
 - a. History of company (to include number of years/months in business);

- b. History of company operations and types of services performed over the past ten (10) years;
 - c. List any names under which the organization has performed business with the last five (5) years.
 - d. History of Equipment cleaning, inspections, Scheduled Maintenance and Other Services contracts, businesses/organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
11. Provide copies of the Sprinkler Certificate of Registration (SCR), Responsible Managing Employee-General License (RME-G), Responsible Managing Employee-General Inspector (RME-I), Type A Fixed System License, and Extinguisher Certificate of Registration (ECR).
 12. Provide Respondent's technicians certification to work with chemicals used in this solicitation.
 13. Provide Respondent's manufacturers equipment certification as an authorized service provider.
 14. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
 15. Provide documentation and/or licenses that demonstrate plumbing and electrical staff are certified as journeyman by the State of Texas.
 16. Provide Respondent's quality program standards.
 17. Provide Respondent's continuing education program.
 18. 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. **Ramp Up Plan (Mobilization Plan)** – Describe how Respondent will ramp up to meet Equipment Scheduled Maintenance, inspection and Other Services requirements and implement contract upon award. Provide information such as staffing, availability of equipment, chemicals, parts, and Other Services, and customer service. Provide an implementation timeline beginning upon notice of award for Respondent to be able to mobilize.
 - a. Describe the steps or actions the vendor will take to become familiar with the equipment, at the different locations.
 - b. Explain how Respondent is planning to develop the required plans.
2. **Staffing and Organization Plan (Who is going to be part of the Contract)** – Describe Respondent's Staffing Plan to provide the required services by the specification/scope of work for the Equipment listed in the solicitation.

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

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

The Staffing and Organization Plan shall address these items:

Provide the number of personnel that are proposed for this contract and provide their titles and number of years' experience with performing fire sprinkler systems inspections, repairs, and preventive maintenance procedures.

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

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

- a. Describe Respondent's current equipment/materials and resources to perform scope of services.
- b. Quantify and/or list the available equipment/materials and resources to perform scope of services.
- c. Explain how the Respondent is planning to meet the Other Services work as required by the specification/scope of work.
 - i. Describe Respondent's response plan for Emergency and Routine service calls. Indicate how Respondent will meet the required minimum response time for each

service call. Include information on how Respondent meets (or will meet) the requirement to (establish) maintain an office that allows the required response.

- ii. Explain how Respondent is planning to meet multiple service calls and continue with the Scheduled Maintenance requirements.
- iii. Explain how the Respondent is planning to have sufficient tools and/or materials so these items are not a limiting factor in meeting multiple service calls.
- d. If additional resources are needed, describe in detail your plan for acquiring these resources.
 - i. Explain how additional equipment/material and resources that are readily available to perform required services may be obtained.
- e. Explain how the Respondent is planning to meet technician certification requirements for all services.
- f. Describe process for performing Background Checks on all employees and retention procedure for maintaining background checks.
- g. Describe Respondent's plan for providing service during regular business-hours and after-hours, weekends, and holidays as requested. Provide point of contact information.
- h. Respondent's Contact Information: Normal Business-Hours and After-Hours, including weekends, and holidays:

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

- 3. Provide an example of your organization plan and the staff that will provide the different services under this contract.
 - a. Organizational charts
 - b. Technical level and certification for the staff in the organization charts.
 - c. Services to be provided by the staff in the organization chart.
 - d. Proposed team members and associated roles/responsibilities that will be assigned to the contract.
- 4. **Scheduled Maintenance Plan** – Describe Respondent's proposed plan to conduct operations, including service categories, specific tasks, staff assigned, and schedule of events.
 - a. Describe Respondent's plan to meet Scheduled Maintenance and Other Services of the Equipment throughout the term of the contract as required by the specification/scope of work. Identify tasks and schedule. Provide written procedures of all maintenance tasks to be performed.
 - b. Respondent shall include a copy of the proposed Scheduled Maintenance and proposed schedule for the Equipment.
 - c. Respondent shall include a copy of the service report for the Equipment.

- d. Respondent shall include a copy of the service log for the Equipment.
 - e. Indicate how Respondent distinguishes minor services from major services.
 - f. Explain Respondent's plan to develop Scheduled Maintenance Plan.
 - i. Identified the standards that shall be used for Plan.
 - ii. Explain how the Respondent is planning to develop the Equipment Scheduled Maintenance plan, the documents that will be used to develop plan and the required checklists or maintenance action sheets.
 - g. Explain how the Respondent is planning to provide documentation of all services required by the specification/scope of work.
 - i. Provide example of service plan, service reports, service log, life cycle report and other documentation.
 - h. Explain how the Respondent is planning to develop Life Cycle Report. Explain how the Respondent is planning to use service call information and the results from the Scheduled Maintenance to support the information in the Life Cycle Report.
 - i. Explain how the Respondent is planning to meet warranty requirements.
 - j. Explain how the Respondent is planning to meet Maintenance documentation requirements.
 - k. Explain how the Respondent is planning to get technical support for services that would require support from manufacturer or other organization.
- 5. Quality Control (QC) Program** – Describe Respondent's current QC Program to include procedures and personnel utilized for quality control, contract performance deficiencies and problem resolution, self-assessment, interaction with City Staff, and control of subcontractors' performance, if any. Explain how your current procedures meet the needs of your current customers.
- a. Explain how the Respondent is planning to address City Staff performance issues when City Staff has concerns on Contractor employees' performance.
 - b. Explain how the Respondent is planning plan to use industry standards to meet quality requirements.
 - c. Explain how the Respondent is planning to provide quality documentation that meets the specification/scope of work requirements.
 - d. Explain how the Respondent is planning to provide accurate and timely invoices.
 - e. Explain how the Respondent is planning to use service calls, equipment information and call backs to improve Equipment usable life, energy and water conservations, efficiency, operation effectiveness, reliability; staffing; schedule maintenance plan, etc..
 - f. Explain how the Respondent is planning to perform quality and safety inspections.
 - g. Explain how Respondent is planning to address erroneous troubleshooting and service recommendation.
- 6. Customer Service Plan** – Describe Respondent customer service plan and discuss lines of communication and interaction with City Staff and others.

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

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

Awarded Contractor(s) Account Representative:

Name:			
Title:			
Office Location:			
Mailing Address:			
Fax #			
Email:			
Office Phone:		Cell Phone:	

Service Request Information:

Service request shall be placed via: (check all that apply):

_____ Phone _____ Fax _____ Email

Contact Person:	
Phone:	
Fax #:	
Email:	

7. **Safety and Spill Plan** – Describe how Respondent will implement a Safety and Spill Plan for the contract, including plan to address work hazard assessment and employee injuries and accidents.
8. **Training Plan** – Describe Respondent's training and instruction programs that Respondent will provide to its employees assigned to perform this contract to keep employees' skills current. Describe how continuing education/training will be provided especially as relevant to the various makers and models of Equipment in the facilities inventory. What does training program consist of? List names of classes and frequency of training.
9. **Environmental Standards/Practices** – Describe how Respondent will utilize environmentally friendly (green) chemicals, products and practices. Provide a listing of environmentally friendly

(green) chemicals and service products/options that will be suggested to City Staff for Scheduled Maintenance, Other Services and repair services.

- 10. Tools and Parts** – Describe Respondent's ability to obtain and maintain any necessary proprietary tools and chemicals necessary to perform the cleaning and inspection requirements of the scope of services. Provide an inventory of short-term and long-term delivery items.
- 11. Warranty** – Describe Respondent and manufacturer warranty programs for parts and services required for Respondent to perform the scope of services for this contract.
- 12. Life Cycle Management Program and Report** – Describe Respondent's ability to provide a life cycle management program and reports that conducts a full analysis of the current Equipment installation and prepares a modernization plan to raise the Equipment to modern safety, accessibility, performance, and aesthetics standards.
- 13. Invoicing Plan** – Provide an example of an invoice, displaying the invoices information requirements per Section 004 – Specifications / Scope of Service – 4.14 – Submittals.
- 14. Additional Information** – Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.
- 15.** The City has implemented Ready to Work which is an education and job placement program. Respondents can learn more about this initiative at Ready to Work (sanantonio.gov) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.

RFCSP ATTACHMENT B

PRICE SCHEDULE, REVISION III, JULY 15, 2024

(Post as a separate attachment)

RFCSP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

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

- Link to complete form electronically:
<https://webapp1.sanantonio.gov/ContractsDisclosure/>
- Link to access PDF form to print and handwrite information:
<https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>

1. Download form and complete all fields. 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 and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
 - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified on the cover page of this RFCSP.

RFCSP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ____ No ____

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

Yes ____ No ____

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

Yes ____ No ____

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

RFCSP ATTACHMENT E

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: <https://www.ethics.state.tx.us/filinginfo/1295>

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert “City of San Antonio”. Where requested to provide the contract number, provide the RFCSP 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%; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

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

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

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

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

RFCSP ATTACHMENT F
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

(Posted as a separate attachment).

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

(Posted as a separate document).

RFCSP ATTACHMENT H
CRIMIAL JUSTICE INFORMATION SERVICES (CJIS) ADDENDUM

(Posted as a separate attachment)

RFCSP ATTACHMENT I

SITE VISIT SCHEDULE

Site Visits will commence in the afternoon following the Pre-Submittal Conference held on June 5, 2024.
Site visits are not mandatory but are highly encouraged to attend.

Please contact Stephanie Nouman at stephanie.nouman@sanantonio.gov to confirm your site visit and location no later than June 3, 2024, by 4:00 p.m.			
	Service Location and Address	Date	Time
1	<u>City Tower</u> 100 W Houston San Antonio, TX 78205	6/5/2024	1:00 pm
	Equipment at Location: Wet System Light Hazard and Fire Pump		
2	<u>Plaza De Armas</u> 115 Plaza De Armas San Antonio, TX 78205	6/5/2024	2:00 p.m.
	Equipment at Location: Wet System and Dry System		
3	<u>Municipal Plaza Building</u> 114 W Commerce St. San Antonio, TX 78205	6/5/2024	3:00 p.m.
	Equipment at Location: Wet System, Standpipe and Hose System, and Fire Pump		
4	<u>Commanders House Senior Center</u> 622 S. Flores St. San Antonio, TX 78204	6/5/2024	4:00 pm
	Equipment at Location: Kitchen Hood Pro Tex II L3000/Wet Chem.		

RFCSP ATTACHMENT J

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
*General Information Form and three (3) Reference Letters RFCSP Attachment A Part One	
Experience, Background & Qualifications RFCSP Attachment A Part Two	
Proposed Plan RFCSP Attachment A Part Three	
Price Schedule RFCSP Attachment B	
+*~Contracts Disclosure Form RFCSP Attachment C	
*Litigation Disclosure Form RFCSP Attachment D	
+Certificate of Interested Parties (Form 1295) RFCSP Attachment E	
+Subcontractor/Supplier Utilization Plan RFCSP Attachment F	
+Veteran-Owned Small Business Program Tracking Form RFCSP Attachment G	
+Criminal Justice Information Services (CJIS) Addendum RFCSP Attachment H	
+Proposal Bond	
*Proof of Insurability Insurance Provider's Letter AND Copy of Current Certificate of Insurance	
Financial Information	
+*Signature Page RFCSP Section 007	
Proposal Checklist RFCSP Attachment J	
+ Signed Addenda, if applicable.	
One (1) COMPLETE electronic copy.	

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

* Documents marked with a "*" on this checklist are required from Co-Respondents as well as prime contractors.

~ Documents marked with a "~" are required from subcontractors.

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

RFCSP EXHIBIT I

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

(Posted as a separate attachment)

RFCSP EXHIBIT II

WORKING WITH COSA ---Keys to faster payments

(Posted as a separate attachment)

RFCSP EXHIBIT III

PRE-SUBMITTAL CONFERENCE POWERPOINT

(Posted as a separate attachment)



ADDENDUM I

SUBJECT: Annual Contract for Fire Sprinkler Inspections, Maintenance, and Repair Services, (RFCSP 24-084, 6100017851), Scheduled to Close: July 10, 2024; Date of Issue: May 24, 2024

FROM: Charisma Esparza
Procurement Manager

DATE: June 17, 2024

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

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

- 1. REPLACED:** Attachment B – Price Schedule, is hereby deleted and replaced with Attachment B – Price Schedule, Revision I, June 17, 2024, to revise the sequential numbering and line descriptions.
- 2. REVISED:** Section 005 – Supplemental Terms & Conditions, Subsection Incorporation of Attachments is hereby revised to read as “Attachment B – Price Schedule, Revision I, June 17, 2024.”
- 3. REPLACED:** Section 009 – Attachments, Attachment B – Price Schedule is hereby replaced with “Attachment B – Price Schedule, Revision I, June 17, 2024.”

Charisma Esparza
Procurement Manager
Finance Department - Procurement Division



ADDENDUM II

SUBJECT: Annual Contract for Fire Sprinkler Inspections, Maintenance, and Repair Services, (RFCSP 24-084, 6100017851), Scheduled to Close: July 10, 2024; Date of Issue: May 24, 2024

FROM: Charisma Esparza
Procurement Manager

DATE: June 24, 2024

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

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

- 1. REPLACED:** Attachment B – Price Schedule, , Revision I, June 17, 2024, is hereby deleted and replaced with Attachment B – Price Schedule, Revision II, June 24, 2024, to revise the quantity of systems on several locations.
- 2. REVISED:** Section 005 – Supplemental Terms & Conditions, Subsection Incorporation of Attachments is hereby revised to read as “Attachment B – Price Schedule, Revision II, June 24, 2024.”
- 3. REPLACED:** Section 009 – Attachments, Attachment B – Price Schedule is hereby replaced with “Attachment B – Price Schedule, Revision II, June 24, 2024.”

Charisma Esparza
Procurement Manager
Finance Department - Procurement Division



ADDENDUM III

SUBJECT: Annual Contract for Fire Sprinkler Inspections, Maintenance, and Repair Services, (RFCSP 24-084, 6100017851), Scheduled to Close: July 10, 2024; Date of Issue: May 24, 2024

FROM: Charisma Esparza
Procurement Manager

DATE: July 9, 2024

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

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

- 1. THE BID OPENING IS HEREBY EXTENDED TO MONDAY, JULY 15, 2024, AT 11:00 A.M. CENTRAL TIME.**
- 2. REVISED:** Attachment B – Price Schedule, Revision II, June 24, 2024, was revised to correct the header to read as “Attachment B – Price Schedule, Revision II, June 24, 2024.”

Charisma Esparza
Procurement Manager
Finance Department - Procurement Division



ADDENDUM IV

SUBJECT: Annual Contract for Fire Sprinkler Inspections, Maintenance, and Repair Services, (RFCSP 24-084, 6100017851), Scheduled to Close: July 15, 2024; Date of Issue: May 24, 2024

FROM: Jessie Hinojosa
Procurement Manager

DATE: July 12, 2024

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

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

- 1. THE BID OPENING IS HEREBY EXTENDED TO MONDAY, JULY 22, 2024, AT 11:00 A.M.
CENTRAL TIME.**

Jessie Hinojosa
Procurement Manager
Finance Department - Procurement Division



ADDENDUM V

SUBJECT: Annual Contract for Fire Sprinkler Inspections, Maintenance, and Repair Services, (RFCSP 24-084, 6100017851), Scheduled to Close: July 22, 2024; Date of Issue: May 24, 2024

FROM: Charisma Esparza
Procurement Manager

DATE: July 15, 2024

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

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

- 1. REPLACED:** Attachment B – Price Schedule, Revision II, June 24, 2024, is hereby replaced with “Attachment B – Price Schedule, Revision III, July 15, 2024” to correct the quantity for the wet system at Berta Almaguer Dance Studio.
- 2. REVISED:** Section 005 – Supplemental Terms & Conditions, Subsection Incorporation of Attachments is hereby revised to read as “Attachment B – Price Schedule, Revision III, July 15, 2024.”
- 3. REPLACED:** Section 009 – Attachments, Attachment B – Price Schedule is hereby replaced with “Attachment B – Price Schedule, Revision III, July 15, 2024.”

Charisma Esparza
Procurement Manager
Finance Department - Procurement Division