



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

REQUEST FOR COMPETITIVE SEALED PROPOSALS (“RFCSP”)  
NO.: **6100017563; 24-028**

ANNUAL CONTRACT FOR ON-CALL COMMERCIAL HVAC SERVICES - CITYWIDE

Date Issued: **January 12, 2024**

PROPOSALS MUST BE RECEIVED **NO LATER THAN:**  
**11 a.m., CENTRAL TIME, February 28, 2024**

Proposals may be submitted by the following means:  
Electronic submission through the portal

**\*Response submissions will only be accepted electronically\***

Proposal Due Date: **11:00 a.m., Central Time, February 28, 2024**

RFCSP No.: 6100017563; 24-028

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-Proposal Conference \* YES

The Pre-Submittal Conference will be held at **10:00 a.m., Central Time, on January 23, 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:** 2630 640 4805 | **Meeting Password:** COSA2024

**Join from the meeting link:**

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m907de42446d72149a5696068a18b4792>

Staff Contact Person: Adrianna Broniszewski, Procurement Specialist III

Email: [Adrianna.Broniszewski@SanAntonio.gov](mailto:Adrianna.Broniszewski@SanAntonio.gov)

SBEDA Contact Information: Phone: 210-207-3922 or Email: [SBEDAdocs@sanantonio.gov](mailto:SBEDAdocs@sanantonio.gov)

This solicitation has been identified as High-Profile.

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## 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 30<sup>th</sup> 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 January 29, 2024. The first day contributions may be made is the 31st day after the contract is approved at a City Council “A” Session.***

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## 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 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, Texas 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, 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 by **January 26, 2024, at 4:00 pm**. 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 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 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.

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

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

Withdrawal of Proposals. Proposals may be withdrawn prior to the due date for submission. 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

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 two percent reduction in the proposal price during proposal evaluation, and City will take the 2% discount if the invoice is paid within the 10-day time period.

### Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §§ 2-42 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.

1. 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.

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

VETERAN-OWNED SMALL BUSINESS (VOSB) 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 F.

PROPOSAL BOND. Submit proposal bond in the amount of **\$1,500.00**. For electronic submissions, Respondent must provide the original Proposal Bond to the **City of San Antonio Finance Department, Procurement Division, 6100017563, 24-028 ANNUAL CONTRACT FOR ON-CALL COMMERCIAL HVAC SERVICES – CITYWIDE, P.O. Box 839966, San Antonio, Texas 78283-3966 or City of San Antonio Finance Department, Procurement Division, 6100017563, 24-028 ANNUAL CONTRACT FOR ON-CALL COMMERCIAL HVAC SERVICES – CITYWIDE, 100 West Houston St., Print & Mail Center, San Antonio, Texas 78205** prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent's electronic submission through the SAePS Portal.

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 G. 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 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than ten (10) members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

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

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

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

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

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

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

CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) ADDENDUM. Respondent must complete, sign and submit the Criminal Justice Information Services (CJIS) Addendum found in this RFCSP as Attachment H.

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:

Experience, Background, Qualifications (30 points)

Proposed Plan (35 points)

Price (15 points)

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

SBE Prime Contract Program (10 pts)

Certified SBE firms (see *Small Business Enterprise* definition at Exhibit 1) 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**

M/WBE Prime Contract Program (10 pts)

Certified M/WBE firms (see *Minority/Women Business Enterprise* definition at Exhibit 1) 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% M/WBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria points.

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

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

The City of San Antonio seeks proposals from qualified HVAC contractors interested in providing “on-call” commercial heating ventilation and air conditioning (HVAC) maintenance and repairs through an on call contracting services (OCCS) contract. Service shall be for HVAC maintenance and repairs for City facilities throughout the City of San Antonio. **Trade services within new building construction, improvements, and remodeling or alterations of an existing building will not be included. Any total replacement of a system will be a like-for-like replacement (e.g., same size, tonnage, etc.) for the purpose of maintaining its current state.**

The term “on call contracting services” includes contracts where the work is of a recurring nature, but the delivery times and quantities are indefinite, and orders are awarded substantially, based on pre-described and pre-priced tasks. Using the most current RS Means Cost Data Price Book, the contracted price, Contractor’s Coefficient, will be applied to all labor and material line items necessary for each job.

The City’s objective is to (1) obtain a cost-effective delivery of high-quality projects in a rapid and reliable manner; (2) build long-term relationships; and (3) have dedicated individuals/crews assigned to the contract. For the contractor, the objectives of an OCCS are to maintain a long-term business relationship with the City and achieve a fair profit. As a facility need is identified, either by work required or caused by breakdowns, the City will assign said project(s) to an OCCS contractor, who will in turn investigate, plan, provide an estimate and schedule the work to be accomplished once authorization has been granted to proceed. Any contract resulting from this solicitation shall be non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from other sources. Any contract(s) awarded under this RFCSP are in addition to and will not replace trade related contracts already in place. The City shall retain the right to determine which contracts are in its best interests.

This contract will not include professional services required by a licensed architect or engineer, as contemplated by Chapters 1051 and 1001 of the Texas Occupations Code. Contractor will not be guaranteed a minimum or maximum amount of work.

The City’s budget for these services is estimated at \$4.8 million over the life of the contract, including all possible renewals, and pursuant to the requirements of Chapter 2269, Texas Government Code, the City has established a maximum aggregate contract price of \$4.8 million. The City does not guarantee any number or dollar value of jobs, tasks or purchase orders allocated for each contract.

The City does not anticipate any one OCCS project to be valued over \$250,000.00; however, any individual purchase order valued over \$250,000.00 will require approval by the San Antonio City Council by passage of an ordinance.

### Scope of Services

#### References:

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only. Comply with standards in effect as of date of the Contract Documents unless otherwise indicated or as adopted by the City of San Antonio ordinance.

International Building Code

International Mechanical Code

International Fuel Gas Code  
International Existing Building Code  
National Fire Protection Standards  
ASTM International Standards  
American Society of Mechanical Engineers Standards  
National Corrosion Engineer Association  
OHSA Standards

For the purpose of this proposal, maintenance and repair is defined as work that involves the mending of a broken system, component(s), or sub-component(s) of a facility such as replacing air filters, checking and replenishing fluid levels on equipment, air handling units, chillers, cooling towers, compressors, actuators, exhaust fans, VAV boxes, DDC controls, split systems (fan coil units / condensing units), package units (dx), boilers, heat coils, etc.

Contractor shall furnish all labor, supervision, tools, equipment, materials, metering instruments, supplies, parts, transportation, mobilization, insurance, bonds, permits, reports, incidentals, and quality control necessary to provide HVAC services on an “as needed basis”. HVAC services shall include, but are not limited to, the following:

- Evaluate, repair, and / or replace various sizes and types of HVAC equipment at City owned and leased facilities throughout San Antonio
- Trouble-shoot malfunctioning HVAC equipment/systems and related components, and perform required repairs or replacements as necessary
- Repair or replace thermostat(s), HVAC controls (DDC and Pneumatic)
- Clear out clogged air conditioning condensate drain pans or condensation lines
- Repair or replace air conditioning compressors
- Troubleshoot, repair or replace exhaust fans and ventilators
- Replace HVAC Filters, belts, pulleys, etc. as necessary
- Perform thorough cleaning of coils (cooling / re-heat / condenser)
- Lubricate bearings as necessary
- Adjust air flow and temperature levels periodically as required
- Troubleshoot and repair malfunctioning Boilers and related system components
- Troubleshoot and repair malfunctioning Chillers and related system components
- Troubleshoot and repair malfunctioning Condensing Water pumps, Chilled Water pumps and related components

Specific work requirements will be identified in each On Call Proposal (“OCP”) and may be approved by the City as they are deemed necessary.

## **QUALIFICATIONS – HVAC**

The City has established the following Qualifications for the OCCS “on-call” HVAC contractor list. Contractor shall always meet all the Qualifications defined in this section.

1. Contractor and all other persons designated by Contractor to provide the services required by this RFCSP shall have the requisite training, licenses and/or certifications. Contractor shall have either a current City of San Antonio Heating and Air Conditioning Mechanical License, or a State

of Texas class A license with a combined endorsement, meeting all requirements of Chapter 1302 of the Texas Occupations Code, and City registration of the state license. Contractor shall also have the Universal Certification required by the Environmental Protection Agency (EPA) for Refrigerant Transition and Recovery. Contractor shall have had these licenses and certifications for a minimum of 5 years and maintain them throughout the term of the contract.

2. Contractor shall have a minimum of the following staff members: Four (4) Air Conditioning & Refrigeration Technicians registered by the State of Texas Department of Licensing and Regulation (TDLR), or in the alternative, four (4) equivalent technicians registered with the City Development Services Department; and four (4) staff members who possess EPA's Universal Certification for Refrigerant Transition and Recovery. Each staff member must have a minimum of 5 verifiable years of experience working with large commercial HVAC equipment and maintain their registrations/licenses/certifications for the duration of the contract.
3. Contractor shall meet all competence standards promulgated by authoritative bodies and regulatory agencies, such as Texas Commission of Licensing and Regulation and the Texas Department of Licensing and Regulation, the City Development Services Department, and the EPA, as applicable to the services provided herein.
4. Contractor shall have a minimum of 5 years continuous experience in commercial HVAC repair and maintenance of facilities, comparable in size, type, scope, and complexity to the City's OCCS Program as defined herein.
5. Contractor shall have a minimum of 5 years continuous experience servicing and maintaining Carrier, Trane, Daikin, and York Chillers of 200-300 tons in size.
6. Contractor shall have a minimum of 5 years continuous experience servicing and maintaining Baltimore Air Coil and Marley cooling towers.
7. Contractor shall have a minimum of 3 years continuous experience servicing and maintaining Automated Logic, Alerton and Johnson Metasys control systems.
8. If during the performance of this contract, the Designated Department Representative determines that it is in the interest of the City of San Antonio, he/she may request the contractor to remove any/all personnel from further performance under this contract for reasons of their moral character, unethical conduct, security breach, or violation of installation regulations. In the event it becomes necessary to replace any contractor personnel for any of the above reasons, the contractor shall bear all costs associated with such removal and replacement.
9. Contractor shall ensure their 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 badges which contain the company's name and employee's name.
  - Contractor shall ensure all personnel uniforms shall be clean, unstained, well-fitting, and in good order. The type and color of uniforms, to include shoes, as well as the standards of dress shall be approved by the City of San Antonio Designated Department Representative, prior to start of work under this contract. Shoes shall be of 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.

## **RS MEANS COST DATA PRICE BOOKS - HVAC**

To determine the price of any work performed pursuant to the OCCS, Contractor's Coefficient shall be applied to the applicable line item(s) in the most current **RS Means Mechanical Cost Data price book**.

For those job items not listed in the specified RS Means Mechanical Cost Data Book, pricing shall be determined by applying the same coefficient as utilized on the RS Means Mechanical Cost Data Book to the most current **RS Means Facilities Maintenance & Repair Cost Data** price book. If the specific job item is not listed in any RS Means publications, then the City and Contractor may determine the appropriate price through market survey, or may negotiate a price, but only for projects that cost \$3,000 or less. **Line(s) items for administrative/management fees will not be accepted nor payable by the City.**

## A. Definitions

For the purpose of this RFCSP, the following definitions will apply in addition to section 008, Standard Definitions:

1. **City Cost Index (CCI):** An RS Means driven ratio between the US average for each trade and the union local for that particular city (City of San Antonio, Texas for purposes of this contract). This average is weighted by giving more value to the more expensive components of construction and less influence to those items that are usually the least expensive.
2. **City Representative:** The facilities maintenance manager, facilities coordinator, HVAC Superintendent, or designated staff member from each department.
3. **Emergency:** Any system or equipment failure considered by City, in its sole discretion, to be a matter of public or personal health or safety.
4. **Facility:** Buildings, the design and construction of which are governed by accepted building codes. The term does not include:
  - a. highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, wharves, docks, airport runways and taxiways, drainage projects, or related types of projects associated with civil engineering construction; or
  - b. buildings or structures that are incidental to projects that are primarily civil, mechanical, electrical, plumbing, or structural engineering construction projects.
5. **Holidays:** Holidays are defined as City recognized holidays as published on the City's web site at [www.sanantonio.gov](http://www.sanantonio.gov).
6. **Normal Working Hours:** Normal working hours are defined as Monday – Friday, 7:00 AM to 5:00 PM, exclusive of City recognized Holidays.
7. **Overtime Working Hours:** Overtime working hours are defined as Monday – Friday, 5:01 PM to 6:59 AM, and all day Saturday and Sunday.
8. **On Call Contracting Services (OCCS):** "on-call contracting services" is a way to accomplish numerous commonly encountered trade projects quickly and easily through multi-year contracts. OCCS reduce procurement costs by awarding long-term contracts for a wide variety of trade projects. OCCS provide the methodology to execute a wide variety of indefinite delivery, indefinite quantity, fixed price, multiple trade contracts.

9. **On Call Proposal (OCP):** Contractor's written job proposal for a project.
10. **Purchase Order (PO):** City's notice to proceed, indicating acceptance of an OCP.
11. **Contractor's Coefficient:** is the multiplier or coefficient offered by the Contractor that shall be applied to all Unit Price Book (UPB) material lines necessary to complete a project. Contractor's Coefficient will be applied after the CCI has been applied to lines.
12. **Request for On Call Proposal (RFOCP):** City's brief description of job to be proposed on. RFOCPs expected to cost \$5,000 or more must be in writing. RFOCPs expected to cost less than \$5,000 may be verbal as long as the job items are listed in and based on RS Means publications.
13. **RS Means Cost Data:** (also referred to as "Unit Price Book" or "UPB"). RS Means provides cost information to the construction and trades industry so contractors can provide accurate and fair estimates and projections for their project costs. It has become a data standard for government work in terms of pricing and is widely used by the industry. RS Means is accessible online for a fee and it is also integrated in a variety of cost estimating software packages to allow for fast and reliable estimating. Cost information is updated annually and is available for purchase online, via CD-ROM, or in book form.
14. **Unit Price Book (UPB):** Please see RS Means Cost Data for definition.
15. **Work Order Number:** A number created in City's SAP software system used to identify a particular RFOCP.

## **B. General Information**

1. Contractor shall be responsible for complying with all Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this RFCSP. Contractor is also required to adhere to all applicable local environmental ordinances. Ignorance on the part of the Contractor will in no way relieve the Contractor from responsibility.
2. Contractor shall be responsible for obtaining all required permits applicable to performance under any single order placed against this RFCSP. City shall be responsible for the cost of any project required City permits. Contractor shall include all such costs within its OCP.
3. Contractor must be knowledgeable in awarded trade discipline and have general knowledge of general construction as it relates to the building structure.
4. Contractor must be available to provide service 24 hours a day, 7 days a week, 365-days a year, including holidays throughout the duration of the contract.
5. Contractors shall give "priority" to all City trade service requests.
6. Response times for HVAC repairs will be answered within Thirty (30) minutes of receiving the call by contacting the City Representative. Contractors will be required to respond by phone within **30 minutes** of receiving an emergency call and respond on site within **1 hour**. The City reserves the right to determine when a call is considered an "emergency". Due to the nature of the HVAC repairs, Contractor must successfully maintain a staff of qualified personnel available to provide immediate service.

7. Contractor will be required to complete non-emergency work during Normal Working Hours, unless prior written authorization has been obtained from the City Representative. City may require Contractor to perform non-emergency work that could have a negative effect on passengers or tenants between midnight and 7:00 a.m. on an “as needed” basis.
8. Contractor will be required to maintain a stock level of parts which, within the industry, are fast moving, normal wear items for which the demand has occurred within the most recent 180-day period. All parts or materials used shall be OEM or as recommended by the manufacturer and grades specified by the City.

To determine the price of any work performed pursuant to the OCCS, Contractor’s Coefficient shall be applied to the applicable line item(s) in the most current RS Means Cost Data price book (referred to hereafter as the “Unit Price Book” or “UPB”). Because any work under this contract is on a job order basis, exact project specifications are not available. General specifications are included in this solicitation and form the basis for any work to be performed. The specifications are intended to indicate the requirements of the City, which include generally accepted practice in the construction industry.

As projects are identified, Contractor will apply its approved Contractor’s Coefficient to applicable line items within the most current UPB to determine a project price, which will include material, equipment, and/or labor performed during normal working hours or during overtime/holidays. **Line(s) items for administrative/management fees will not be accepted nor payable by the City.**

9. City will not provide copies of RS Means Cost Data to Contractor. Contractor is responsible for purchasing its own RS Means Cost Data Book or CD-ROM.

### **C. On Call Contracting Services (OCCS) Process**

Except for emergencies, any trade related work required by the City shall be ordered through the issuance of a formal Purchase Order (PO), which will include a description of work to be performed. **POs valued over \$250,000.00 will require approval by the San Antonio City Council by passage of an ordinance. Contractor may be subject to payment bond requirements for purchase orders more than \$50,000 and performance bond requirements for purchase orders more than \$100,000.**

1. Request for Service

As a need for services is identified, a designated City Representative will notify one or more Contractors to request an OCP. Notification may be provided by phone, email or fax for projects not expected to exceed \$5,000 as long as the job items are listed in and based on RS Means publications. OCP requested by phone, email or fax shall be submitted by Contractor within 48 hours of request unless otherwise stated in request. Projects expected to cost \$5,000 or more will be processed through a written Request for On Call Proposal (RFOCP). All requests will include City’s Work Order Number and a deadline for submission of the OCP. Determination to process multiple OCPs or only one shall be on a case-by-case basis, as deemed in the best interest of the City. Contractor shall provide their response by contacting the City Representative or designee to further define the work requirement or coordinate a job site visit.

## 2. On Call Proposal (OCP)

After defining the project's scope of work, Contractor shall begin preparing an On-Call Proposal (OCP) for review and approval by the City Representative or designee. Failure to provide an OCP after a Request for Service shall be a breach of this contract.

OCPs shall include, at a minimum, the following information:

- City's Work Order Number
- Contract Number
- Vendor Number
- Name and location of building or site
- Description of proposed services
- Estimated duration of project
- Proposal cost by line item
- Itemized list of parts/materials
- Bare materials (without Overhead or Profit) with delivery to job site
- Estimated labor hours, including Normal Working Hours and Overtime Working Hours, if authorized by City
- Unit Price Book's Construction Specification Institute (CSI) Master Format Classification Number per line item
- Total including Overhead and Profit (this figure is the sum of the bare material costs plus profit; the bare labor cost plus total overhead and profit; and the bare equipment costs plus profit)
- Permit requirements and fees (if applicable)
- Proposed traffic control method required (if applicable)
- Property damage required to complete work (i.e. - wall cutouts, carpet removal, asphalt or concrete removal, etc.) and proposed repair methods (if applicable)

The UPB shall serve as the basis for establishing the value of the work to be performed. After summarizing project pricing, the Contractor shall apply the R.S Means CCI Coefficient for San Antonio, Texas and approved contract coefficient (from Price Schedule of this RFCSP) to reach final pricing. For those job items not listed in the specified R.S. Means Cost Data Book, pricing shall be determined by applying the same coefficient other applicable current R.S. Means publications; however, OCP must clearly identify the publication utilized. If the specific job item is not listed in any R.S. Means publications, then the price will be determined through selected Respondent's discount off suggested retail price. OCPs must be submitted to the City at no cost. Time shall be based on actual time spent on the job site(s). Travel charges to and from the job site will NOT be approved. **Line(s) items for administrative/management fees will not be accepted nor payable by the City.**

Contractor shall submit the completed OCP to the City Representative or designee for review and approval consideration by the deadline stated in the RFOCP or in the phone, email, or fax request.

Upon review of the OCP(s), City shall have the right to reject one or all proposals, cancel the proposed project, rebid the work, or perform all or portion of the work utilizing City personnel. City shall not be responsible for payment of costs incurred by the Contractor for the preparation and submission of an OCP regardless of project outcome.

### 3. Purchase Order (PO)

Upon receipt of the OCP, the City Representative or designee shall review the OCP for completeness and ensure agreement of pricing, schedule, and all other terms, (including obtaining City Council approval by passage of an ordinance for POs over \$250,000.00 and required payment bond and performance bond) prior to issuance of a PO.

Once approved, the City will issue a formal PO referencing Contractor's approved OCP. PO shall contain the Statement of Work, Start Date, lump sum price and the project schedule. PO will serve as the Contractor's notice to proceed.

In the event of an emergency service requirement, the procedures above will be expedited upon receipt of a verbal request by the City. Contractor will commence work as required and provide documentation as soon as possible. City will issue PO as soon as possible.

### D. Scheduling of Work

1. The first day of performance shall be the effective date specified in the PO. Any preliminary work started, materials ordered or purchased prior to receipt of the City's PO shall be at the Contractor's risk and expense, unless in response to an emergency (see C3 above).
2. Contractor shall provide the City Representative or designee a schedule indicating the date and time personnel will be at a facility to perform work. This schedule must be provided PRIOR to arrival at any facility.
3. Time is of the essence in completing each project. Contractor shall diligently perform the work to completion within the time set forth in the approved OCP. The period of performance shall include mobilization, holidays, weekend days, normal or inclement weather, and cleanup; therefore, claims for delay based upon said elements shall not be allowed.
4. When Contractor considers the work to be complete and equipment/facility is ready for its intended use, Contractor shall notify the City representative.
5. Contractor must ensure that the purchase, delivery and storage of materials and equipment are made without interference to the City operations and personnel.
6. Contractor shall be responsible for removing furniture and/or portable office equipment (except for computers) from the immediate work area and ensuring it is properly replaced in its original location upon work completion. In the event that said items cannot be replaced to their original location, the City shall designate an alternate location(s) for placement.
7. Contractor shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages must be reported, repaired, or replaced by Contractor at no cost to City. Contractor shall also be responsible for providing all necessary traffic control, such as street blockages, traffic cones, and flagmen, as required for each job. Proposed traffic control methods must be submitted to the City for approval prior to the commencement of work.
8. Contractor shall ensure all unique requirements and or regulations for each location shall be strictly followed by Contractor and Contractor's employees. PRIOR to performing any work, Contractor's personnel shall contact the City

Representative or designee informing of their presence and purpose of visit as stated in the PO.

9. Contractor must always keep the site, including storage areas, free from accumulations of waste materials. Before completing the work, Contractor must remove from the premises all rubbish, tools, scaffolding, equipment, and materials not the property of City. Upon completing the work, Contractor must 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.
10. Work that cannot be completed within the mutually agreed upon time frame must be approved in advance by the City Representative, or designee. The City Representative or designee reserves the right to terminate the PO with Contractor and solicit outside quotes if the required time frame cannot be met.

## **E. Warranty**

1. **GENERAL WARRANTY** Contractor shall warrant that work performed conforms to the OCP/PO requirements and is free of any defect in equipment, material, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. All work provided by Contractor shall be warranted for a minimum period of 1 year from the date of final acceptance of the work.
2. **PERFORMANCE WARRANTY:** Work performed under the OCCS 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 1 year after completion of work. The warranty period shall commence upon date of acceptance by the City.
3. **MATERIAL WARRANTY:** Materials provided shall be in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE. Materials shall be warranted against material defects and defects in workmanship for a period of not less than 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 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 designated City representative with all manufacturers' warranty documents upon completion of service prior to leaving the job site.

## **F. Identification**

1. The City's objective is for the Selected Contractor's and/or subcontractors' crews to present a professional appearance and be readily identifiable to City staff when called out to perform work under this contract. To achieve this, the Selected Contractor is encouraged to provide the following:
  - a. Contractor Vehicle(s) Logo
  - b. Contractor Uniforms or Company Logo Apparel
2. ID Badges – Company ID badge may be required at Police facilities, Municipal Courts, City Hall, City Tower, Convention Center, Municipal Plaza Building, Pre-K Educational Centers, PSAP 911 Emergency Dispatch Center, Emergency Operations Center, Libraries, International Center, and other designated locations.

## **G. Requirements for Invoices**

Contractor shall submit invoices in accordance with RFCSP Section 006 – General Terms & Conditions. In addition to the requirements in RFCSP Section 006, the following documentation shall be included with each invoice to validate charges:

1. Copy of Contractor's OCP
2. Proof of City Permit Fees Paid (if applicable)
3. City's Work Order number and Purchase Order number
4. Department Name
5. Building Name and Address

**A courtesy duplicate invoice shall also be forwarded directly to the designated department representative who requested the work.**

Emergency services - Contractor shall bill for Emergency Services requested during Normal Working Hours at the Normal Working Hour rate based on the coefficient specified in RFCSP Attachment B, Price Schedule.

Emergency services - Contractor shall bill for Emergency Services requested during Overtime Working Hours or on holidays at the Overtime Working Hour rate based on coefficient specified in RFCSP Attachment B, Price Schedule.

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term:

The Original Contract Term will not exceed a period of two (2) years. This contract shall begin upon the effective date of the ordinance awarding the contract (Effective Date) and terminate on the second anniversary of the Effective Date. The City hereby establishes the maximum aggregate contract price of \$4.8 million, which includes the initial term and all renewals for all awarded contracts. The City does not guarantee any number or dollar value of jobs, tasks or purchase orders allocated for each contract.

### Renewals:

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

The City intends to award up to seven (7) contracts, as a result of this RFCSP; however, the final number of awarded contracts will be determined by number of proposals received and the outcome of the evaluation process.

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

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

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

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

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

## Internal / External Catalog.

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

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

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

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

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

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

- Your part 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

No later than 30 days prior to the commencement of any work under this contract, Respondent 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 Agreement, Respondent certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

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.

Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, at Respondent'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:

<b>INSURANCE TYPE</b>	<b>LIMITS</b>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a) Premises/Operations b) Products/Completed Operations c) Personal/Advertising Injury d) 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	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional services.

*6. Installation Floater	All Risk Policy written on occurrence basis for 100% replacement cost of "equipment & materials" to be installed to any new or existing structure.
*If Applicable	

Respondent must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of Respondent and provide a certificate of insurance and endorsement that names Respondent and CITY as additional insureds. Respondent 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. Respondent 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  
 P.O. Box 839966  
 San Antonio, Texas 78283-3966

Respondent'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, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this 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 Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order Respondent to stop work and/or withhold any payment(s) which become due to Respondent under this Agreement until Respondent demonstrates compliance with requirements.

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

Respondent'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.

Respondent 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 \$1,500.00. 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-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any 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, 6100017563, 24-028 Annual Contract for On-Call HVAC Services-Citywide, P.O. Box 839966, San Antonio, Texas 78283-3966** or **City of San Antonio Finance Department, Procurement Division, 6100017563, 24-028 Annual Contract for On-Call HVAC Services-Citywide , 100 West Houston St., Print & Mail Center, San Antonio, Texas 78205** 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 ten (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
- Attachment C – Contracts Disclosure Form
- Attachment D – Litigation Disclosure Form
- Attachment E – Small Business Economic Development Advocacy (SBEDA) Form – Utilization Plan
- Attachment F – Veteran Owned Small Business (VOSB) Preference Program Tracking Form
- Attachment G – Certificate of Interested Parties (Form 1295)
- Attachment H – Criminal Justice Information Services (CJIS) Addendum
- Attachment I – Proposal Checklist

#### Incorporation of Exhibits.

- Exhibit 1 - SBEDA Ordinance Compliance Provisions
- Exhibit 2 - Working with COSA – Keys to Faster Payments

## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

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

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

## Invoicing and Payment.

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

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

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

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

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

## 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.

S.B. 943 – 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.

## Procurement Of Recovered Materials Contract Clause

Contractor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

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. \_\_\_\_\_

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

## 008 - STANDARD DEFINITION

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

All-or-None Proposal – a request for competitive sealed proposal in which the City will award the entire contract to one (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 or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: \_\_\_\_\_  
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

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

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

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

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

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

DUNS NUMBER: \_\_\_\_\_

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:

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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:

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List Related Companies:

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

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

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

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

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

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

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

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

**4.** Is Respondent authorized to do business in the State of Texas?

Yes \_\_\_ No \_\_\_ If "Yes", provide Texas Secretary of State registration number..

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**11. Previous Contracts:**

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

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

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

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

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

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

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

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## 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. Reference letters may not be from a City of San Antonio employee.** 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.

**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 Qualifications for HVAC work requested by this RFCSP to include the following:
  - a. List and describe relevant contracts or projects performed over the past three (3) years.
  - b. Indicate the number of years Respondent has provided commercial HVAC work as defined in this RFCSP.
  - c. Indicate the number of labor disputes within the past three (3) years in which the Respondent's involvement resulted in a work stoppage or reduction in service level. Provide explanation detailing the circumstances for each dispute, location, and outcome.
  - d. Please provide a copy of valid class A HVAC License with combine endorsement by the Texas Department of Licensing and Regulation, and confirmation of registration with the City of San Antonio, through its Development Services Department for each staff member which will be dedicated to this contract.
  - e. Describe background check policy and procedures for all employees, staff and subcontractors responsible for performing. Describe how all employee records, including any criminal background checks, are retained and maintained.
2. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed at high visibility or similar 24/7 facilities over the past four (4) years. Identify associated results or impacts of the project/work performed. Indicate challenges and how they were resolved.
3. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project. Describe the experience and skill levels of your employees who would be providing HVAC services if you are awarded this contract, including license levels, years of experience, and specific projects completed.
5. Describe Respondent's experience with RS Means. Include years of experience, training, books available for use, and the number of clients with whom you use RS Means for pricing. Identify the staff member that will prepare City OCPs, if awarded the contract. Include the staff member's individual experience with RS Means.
6. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past. (Respondent shall limit information regarding pricing, Small Business Economic Development Advocacy Program (and associated certifications for any joint ventures or sub-contractors), the Local Preference Program and the Veteran-Owned Small Business Preference Program participants.)

- a. Indicate whether Respondent's proposed subcontractors or Joint Venture team members have ever been terminated from a contractor prior to project completion within the past four (4) years. If yes, provide the firm name and a brief explanation.
  - b. Indicate whether Respondent's proposed subcontractor(s) or Joint Venture team members have ever failed to receive an agreement extension or award for eligible phase work within the past four (4) years. If yes, provide the firm name and a brief explanation.
7. 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. 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](http://sanantonio.gov)) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.
2. **Staffing Plan** – Describe Respondent’s Staffing Plan on providing trade services; include a job description for each position that is included in the Staffing Plan. Indicate which, if any, positions, Respondent is planning to fill with current, experienced qualified local service employees to perform work. Include work hours and number of employees scheduled during the work hours, and problem resolution with staff scheduling.
3. **On Call Management Plan** – Describe how Contractor will provide consistently reliable service. Include the following:
  - a) Process for receiving and responding to OCCS requests to include both emergency and non-emergency notifications. Provide timeline from request to response to a City call.
  - b) Include plan for how Respondent will provide “priority” trade repair service to the City, while maintaining own customer base.
  - c) Include plan to successfully meet response times for emergency and non-emergency calls. Provide timeline from request to response to a City call.
  - d) Provide a detailed example of an On-Call Proposal (OCP) utilizing the RS Means Cost Data Price Book (UPB) as per the Sample Project below. The sample OCP shall include the RS Means City Cost Indexes (CCI) coefficient for San Antonio, TX.

#### **Sample Project:**

The City of San Antonio is soliciting bids for the replacement of the compressor and the listed electrical components of a Carrier condensing unit Model:38AKS024-621 Serial: 0505F04259. All work will be during normal working hours M-F 8:00am-5:00pm. The responsible contractor will furnish all materials and perform all labor necessary to complete the following scope of work:

- 1) Test refrigerant for acid using a quick check type system
- 2) Valve off circuit and recover remaining refrigerant from condensing unit
- 3) Replace compressor P/N 6E250TL360T with new un-loader P/N 06DA660176
- 4) Replace compressor 3 pole 40 amp circuit breaker P/N HH83XB446
- 5) Replace compressor 3 pole 40 amp contactor P/N HN53CD024
- 6) Replace crankcase heater P/N 06DA660076
- 7) Replace high acid capacity core driers in both suction and liquid line assemblies
- 8) Perform pressure test and vacuum circuit to 400 microns
- 9) Add 2 bottles of “ACID AWAY” to crankcase oil
- 10) Start and test system, record measurements and supply copy to City representative by email
- 11) Return 6-8 days later and retest system for acid and replace drier cores, noting temperature drop across filter-driers before and after replacement
- 12) If acid test returns positive, add a 3<sup>rd</sup> bottle of “ACID AWAY”
- 13) Send final report to City representative by email
- 14) Warranty all materials and workmanship for a period of 1 year after completion

- e) Provide Respondent's procedure for notifying the City regarding project delays.
  - f) Describe proposed procedures for notifying the city in the event of unforeseen circumstances that may arise and require a change order.
4. **Identification Plan** – Describe Respondent’s plan for ensuring that vehicles and uniforms clearly identify company name as well as plan for meeting employee ID badge requirements.
  5. **Safety Plan** – Describe Respondent’s safety plan, including a heat safety plan. Said plan must address all aspects of the Respondent's safety procedures including responsibility for OSHA compliance, drug testing, trend analysis, corrective action and interface with City inspectors.
  6. **Quality Assurance/Quality Control (QA/QC) Plan** – Describe Respondent’s QA/QC Plan to include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with City, and control of subcontractors’ performance, if any. Include a copy of Respondent’s Standard Operating Procedures (SOP).
  7. **Training Plan** – Describe training and instruction programs that Respondent will provide to its employees working on OCCS projects. Describe how Respondent and individuals assigned will meet the OCCS requirements.
  8. **Communication Plan** – Describe contract administration/communication procedures. Discuss lines of communications and interaction with City staff and others.
  9. **Project Coordination Plan** - Describe how projects requiring multiple trades will be coordinated and managed (if awarded).
  10. **Additional Information** – Provide any additional plans and/or relevant information about Respondent’s approach to providing the required services.
  11. **Provide a primary point-of-contact.** Vendor shall provide a point-of-contact for all project inquiries and estimates from the City if awarded this contract.

NAME	
TITLE	
OFFICE PHONE	
CELL PHONE	
FAX NUMBER	
EMAIL	

## RFCSP ATTACHMENT B

### PRICE SCHEDULE

Items A, B, and C shall be the Contractor's Coefficient to be applied to RS Means Unit Price Book services anticipated to be accomplished for each individual Request for On Call Proposal (RFOCP), On Call Proposal (OCP), and/or Purchase Order (PO). The Contractor's Coefficient shall be a flat rate of discount or mark-up to the rates listed in the RS Means Unit Price Book that is current at time of the RFOCP, OCP, and/or PO. The multiplier is used to provide a discount (number less than 1) or mark-up (number greater than 1) on the material and labor costs for performing the work.

**SAMPLE PRICE SCHEDULE: The coefficients listed in this table are samples only and are not representative of suggested pricing by the City. Respondents are responsible to submit a proposal response based upon on the scope of work and terms and conditions of RFCSP 6100017563**

A. Contractor's Coefficient: Normal Working Hours	<b>0.75</b>
B. Contractor's Coefficient: Overtime Working Hours	<b>1.50</b>
C. Contractor's Coefficient off Suggested Manufacturer's Retail Price for Parts & Equipment	<b>0.85</b>

For example, based upon the sample coefficients in the table above, if on-call services are required then the cost mark up or discount is calculated as such:

- a. **Item A:**  
RS Means Cost Data Catalog value = **\$5.00**  
Contractor's Coefficient: Normal Working Hours = **0.75**  
Total Cost to City =  $\$5.00 \times 0.75 = \$3.75$
- b. **Item B:**  
RS Means Cost Data Catalog value = **\$5.00**  
Contractor's Coefficient: Overtime Working Hours = **1.50**  
Total Cost to City =  $\$5.00 \times 1.50 = \$7.50$
- c. **Item C:**  
RS Means Cost Data Catalog value = **\$5.00**  
Contractor's Coefficient off of Manufacturer's Suggested Retail Price = **0.85**  
Total Cost to City =  $\$5.00 \times 0.85 = \$4.25$

Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment, transportation, bonds, insurance, including taxes, overhead and profit to perform all services necessary and required for the On Call Contracting Services (OCCS). Work requirements shall be specified in individual RFOCP, OCP and/or PO.

<b>VENDOR NAME:</b> _____	
A. Contractor's Coefficient: Normal Working Hours	_____
B. Contractor's Coefficient: Overtime Working Hours	_____
C. Contractor's Coefficient off Suggested Manufacturer's Retail Price for Parts & Equipment *Vendor shall provide invoice for validation.	_____

1. The RS Means **City Cost Indexes (CCI)** coefficient for San Antonio, TX (from the RS Means Cost Data Catalog) shall be applied to the RS Means Cost Data Unit Price Book. This section is for services anticipated to be accomplished during normal working hours.
2. Contractor's Coefficient is to be applied to RS Means Unit Price Book services anticipated to be accomplished during normal working hours and/or overtime working hours.
3. The actual pricing for work performed under this contract will be based on the unit rates contained in the most current Unit Price Book, including applicable coefficients adjustments as set forth above, and the quantities mutually agreed to by Contractor and City prior to the issuance of a PO. Contractor's Coefficient shall be firm for the duration of the Contract and each optional year.
4. For those job items not listed in the specified R.S. Means Cost Data Book, pricing shall be determined by applying the same coefficient other applicable current R.S. Means publications however, OCP must clearly identify the publication utilized. If the specific job item is not listed in any R.S. Means publications, then the price will be determined through selected Respondent's discount off suggested retail price.

**PROMPT PAYMENT DISCOUNT:**

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_ days (if no discount is offered, Net 30 will apply.)

## 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**

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) FORM  
UTILIZATION PLAN**

(Posted as separate documents)

**RFCSP ATTACHMENT F**

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

(Posted as a separate document)

## RFCSP ATTACHMENT G

### **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 RFP number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234, or RFCSP 6100001234).**

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

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

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

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

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

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

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

**RFCSP ATTACHMENT H**

**CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) ADDENDUM**

(Posted as a separate document)

## RFCSP ATTACHMENT I

### PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and 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	
+SBEDA Form RFCSP Attachment E; and Associated Certificates, if applicable	
+Veteran-Owned Small Business Program Tracking Form RFCSP Attachment F	
+Proposal Bond	
+Certificate of Interested Parties (Form 1295) RFCSP Attachment G	
Proof of Insurability Insurance Provider's Letter AND Copy of Current Certificate of Insurance	
Financial Information: Dun and Bradstreet report, or Credit report	
+Criminal Justice Information Services Addendum RFCSP Attachment H	
+Signature Page RFCSP Section 007	
Proposal Checklist RFCSP Attachment I	
+ Addendum, if any	
One <b>COMPLETE</b> electronic copy	

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

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

**010 - EXHIBITS**

**EXHIBIT 1**

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM**

(Posted as a separate document)

**EXHIBIT 2**

**WORKING WITH COSA – KEYS TO FASTER PAYMENTS**

(Posted as a separate document)