



CITY OF SAN ANTONIO
FINANCE DEPARTMENT, PROCUREMENT DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSALS (“RFCSP”)
NO.: 6100018354; 24-154

**ANNUAL CONTRACT FOR PREVENTATIVE MAINTENANCE AND REPAIRS OF HVAC
SYSTEMS – SAN ANTONIO FIRE DEPARTMENT**

Date Issued: **DECEMBER 11, 2024**

PROPOSALS MUST BE RECEIVED **NO LATER THAN:**
11:00 a.m., CENTRAL TIME, FEBRUARY 4, 2025

Proposals must be submitted by the following means:

Response submissions will only be accepted electronically through the portal.

Proposal Due Date: 11:00 a.m. Central Time, February 4, 2025

RFCSP No.: 6100018354; 24-154

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes DBE / ACDBE Requirements: None

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

Pre-Submittal Conference * YES

*If YES, the Pre-Submittal Conference will be held at 10:00 a.m., Central Time, on January 6, 2025, 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:** 2631 021 4279 | **Meeting Password:**
SAFDHVAC2024

Join from the meeting link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m05c3ea3ead5224dd61c743b8ef34841c>

Additionally, site visits will be held **on January 7, 2025, at the following locations:**

Location	Time
1. Fire Station # 24: 2265 Austin Hwy San Antonio, TX 78218	10:00 a.m. – 10:45 a.m.
2. Fire Station # 6: 503 W. Russell San Antonio, TX 78212	11:15 a.m. – 12:00 p.m.
3. Fire Station # 1: 515 N. Cherry Street San Antonio, TX 78202	1:15 p.m. – 1:45 p.m.
4. Quartermaster Warehouse 602 Dunton St. San Antonio, TX 78226	2:15 p.m. – 2:45 p.m.
5. Logistics and Services 230 S. Callaghan San Antonio, TX 78227	3:15 p.m. – 3:45 p.m.

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

- a. Respondents interested in attending the site visit must RSVP by January 3, 2025, at 3:00 PM CT via email to Steve Garcia, Procurement Specialist III, at Steven.Garcia6@sanantonio.gov.
- b. All attendees must check-in with City's procurement staff member present to sign-in.
- c. Site visit will be limited to two (2) people per potential known Respondent.

Staff Contact Person: Steve Garcia, Procurement Specialist III, 210-207-8646, Steven.Garcia6@sanantonio.gov

SBEDA Contact Information: 210-207-3922, SBEDADOCS@SANANTONIO.GOV.

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

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

1. Any individual seeking a high-profile contract;
2. Any owner, officer, officer of board, executive committee member, and general board member of an entity seeking a high-profile contract;
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;
6. Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection; and
7. Any corporate political action committee (PAC) established or formed by the entity seeking a high-profile contract.

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 “blackout” period.

****For this solicitation, the first day contributions are prohibited is January 3, 2025. The first day contributions may be made is the 31st day after the contract is approved at a City Council “A” Session.***

RESTRICTIONS ON COMMUNICATIONS

In accordance with Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an “A” session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council “A” session.

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

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

Please refer to the Restrictions on Communication section of this RFCSP for more information.

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003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals. Respondents must submit proposals electronically.

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

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

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals. A modified proposal will automatically replace a prior proposal submission. See below for information on submitting Alternate Proposals.

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

Forms Requiring Signatures.

Signature Page. Respondent's electronic submission constitutes a binding signature for all purposes.

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

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

Vendor Registration. Respondent is required to register as a vendor with the City prior to the due date for submission of proposals. Respondent may register at the following site: <https://www.sa.gov/Directory/Departments/Finance/About/Divisions/Procurement/Become-a-Vendor>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

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

Electronic Alternate Proposals Submitted Through the Portal. All alternate proposals submitted electronically are recorded with original proposals when submitted electronically.

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

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

Respondents shall be responsible for providing one (1) copy of the manufacturer's catalog for each manufacturer for which a proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in in any of the

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

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

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

Restrictions on Communication.

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council "A" session.

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

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page until **4:00 p.m., Central Time, on January 10, 2025**. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail.

Respondents may provide responses to questions asked of them by the Staff Contact Person after proposals are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's response. The information provided is not intended to change the proposal response in any fashion. Such additional information must be provided within two (2) business days from City's request. Respondents may also respond to requests by the Staff Contact Person for best and final offers, which do allow Respondents to change their proposals. Requests for best and final offers will be clearly designated as such. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or

completion of the SBEDA form(s), if any. The Small Business Office may be reached at (210) 207-3922 or through email at SBEDAdocs@sanantonio.gov. This exception to the restrictions on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

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

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

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. Each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

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

All or None Bid. Any proposal that is considered for award on an “all or none” basis must include a price for all units or line items. In an “All or None” bid, a unit price left blank shall result in the proposal being deemed nonresponsive and disqualified from consideration. An “All or None” bid is one in which City will award the entire contract to one (1) respondent only. City reserves the right to delete line items prior to award.

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

Respondent’s Due Diligence.

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

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

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

Interlocal Participation.

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

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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

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

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

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

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

Join by phone: 1-415-655-0001

Meeting number (access code): 2633 992 1962

Meeting password: COSA

Evaluation and Award of Contract.

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

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

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. City shall not be liable for any costs, claims, fees, expenses, damages, or lost profits if no Purchase Order is issued. City reserves the right to utilize historical usage data as a basis for evaluation of proposals when future usages are unable to be determined.

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §§ 2-42 and 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- A City officer or employee; their 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 their parent, child or spouse directly or indirectly owns 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Bidder warrants and certifies, and a contract awarded pursuant to this 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 AND 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 and completed electronically at: <https://webapp1.sanantonio.gov/ContractsDisclosure/>

Click on the “Print” button at the bottom of the page and place a 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.

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

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

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

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

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

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

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

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

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

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 and Qualifications (30 points)

Proposed Plan (30 points)

Price (20 points)

SBE Prime Contract Program (10 pts)

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

MWBE Prime Contract Program (10 pts)

Certified M/WBE firms (see Minority/Women Business Enterprise definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% 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

4.1 BACKGROUND

The City of San Antonio (City) is soliciting proposals from qualified contractors to perform scheduled preventive maintenance and repair services of heating, ventilation and air conditioning (HVAC) systems and equipment at various existing, other facilities at City's discretion, and leased

City facilities in accordance with the specifications listed herein. These services are specifically required by the San Antonio Fire Department (SAFD). The scheduled preventive maintenance and corrective repair services are required to maintain peak operational efficiencies while extending the life cycle of the equipment. Scheduled preventive maintenance services shall be provided on a monthly and quarterly basis and invoiced quarterly. The HVAC system and supporting equipment shall be referred to jointly herein as “equipment”. **These Specifications / Scope of Services do not include the total replacement of a system, an improvement, nor does it include work to install and test equipment in new construction.**

City reserves the right to add facilities for pricing in a manner consistent with the pricing for similar equipment / facilities as provided in Attachment B – Price Schedule.

The intent of this RFCSP is to maintain the equipment to industry standards and “industry best” condition by having an effective and efficient scheduled preventive maintenance program, therefore preserving, and maintaining the condition, appearance, and performance of the equipment in keeping with their design and operational standards. The purpose of the program specified herein is to provide:

1. Safe, consistent, and reliable operations.
2. Maximum operational performance (efficiency).
3. Maximum beneficial usage (effectiveness – energy and water conservation).
4. Maximum life cycle (prolonging its usable “life”).
5. Protection against premature equipment failures.

4.1.1 Definitions

For the purposes of this RFCSP, the following definitions will apply in addition to Section 008 - Standard Definitions:

1. City Designated Departmental Representative (CDDR): The facilities maintenance manager or coordinator for the respective City department. CDDR may also be the CDDR’s designee at any point in contract.
2. Equipment: The HVAC systems and supporting equipment as required by this solicitation.
3. Normal Wear and Tear materials: Materials loss, damage or depreciation resulting from ordinary use or exposure.
4. Scheduled Preventive Maintenance: Regular maintenance required by codes and the manufacturer’s standards. Scheduled maintenance is work that is regularly performed on equipment for the purpose of maintaining equipment in satisfactory operating condition and to lessen the likelihood of it failing. Scheduled preventive maintenance is performed while the equipment is still working or taking the equipment out of service, so that it does not break down unexpectedly. Scheduled preventive maintenance involves systematic inspection, detection, prevention and correction of incipient failures, before they become actual or major failures. Scheduled preventive maintenance includes tests, measurements, adjustments, lubrication, parts replacement and repairs, and cleaning performed specifically to prevent failures from occurring. It is designed to preserve and restore equipment reliability by replacing worn components before they fail. In addition, it includes detailed record keeping and data analysis to avoid equipment deterioration, so worn parts can be replaced or repaired before they cause system failures. Repairs necessitated by normal wear and tear are included in scheduled maintenance.

All costs associated with scheduled preventive maintenance, including, but not limited to, parts and lubricants, are included in the maintenance fee shown on Attachment B – Price Schedule, **Scheduled Preventive Maintenance Cost Per Location Per Quarter**. Scheduled preventive maintenance does not include total replacement of a system, an improvement, nor does it include work to install and test equipment in new construction. Contractor shall perform the scheduled preventive maintenance work described herein for the prices stated on the price schedule.

5. Corrective Repairs: A corrective repair is repair work that goes beyond the scheduled preventive maintenance and specifically excludes the total replacement of a system, an improvement, and work to install and test Equipment in new construction. **The Contractor's cost for corrective repair work should not be included in the Price Schedule, "Scheduled Preventive Maintenance Cost per Location, Per Quarter"**. Corrective Repair is usually performed to return something to operational use, rather than to keep it operating. Corrective Repair work for City's equipment can be done with written City approval during regular office hours (emergency request outside of normal business hours will require a verbal approval). If requested by the designated CDDR, Contractor shall provide a quote, using the hourly rates established herein, for the corrective repair work. Parts supplied for corrective repair work will be invoiced by the Contractor in accordance with the percentage markup indicated on the price schedule. **Prices for parts shall be submitted on percentage of Contractor's cost**. Contractor shall only proceed with the additional work after receipt of a purchase order by the City or as defined herein. The City will not pay for any unauthorized parts or labor charges. **Evidence of said costs shall be submitted with invoice for each corrective repair, or at City's request at the time quote is submitted**. Contractor must submit invoices with a copy of the written Purchase Order supplied by the Department for which the services are provided. Such invoices shall have the language **CORRECTIVE REPAIR** indicated thereon. **Proof of costs shall be printed, properly identified and dated**. For any corrective repair exceeding \$3,000.00, the City reserves the right to obtain quotes from other parties. Should a Contractor recommend complete system replacement as a corrective action, Contractor will base this recommendation upon age (typically 20 years old or greater), planned unit obsolescence, high cost of repair for current systems, manufacturers discontinuation of support for that unit and/or availability of parts. Upon replacement of a unit under this agreement all badging/signage that labels the inside unit, outside unit and thermostat for intra-facility use will be transferred. If badging is not transferrable or is unrecognizable vendor will create new badging. If no badging is identified Contractor will add it in the following manner: The first Air Handler will be labeled AH-1, the condensing unit will be labeled CU-1, and the thermostat will be labeled TSAT-1. Systems will be labeled as a whole and sequentially starting with the number 1, differentiation to label designations can be done as approved by the CDDR. If Contractor needs to be dispatched at a later time to place signage that was not transferred initially, Contractor will provide this service at their own cost.
- a) Minor corrective repairs: Minor repairs require the designated representative written approval before initiating work and include any repairs \$3,000.00 or less.
 - b) Major corrective repairs shall constitute any repairs exceeding \$3,000.00 in cost. City reserves the right to solicit Major repairs separately from this contract.
 - c) Contractor shall submit an estimate prior to performing any corrective repairs. The estimate shall include a comparison between repairing and replacing the item(s). Contractor will clearly annotate any item(s) where the cost of the corrective repair is equal to or greater than 75% of the price of a new item(s). Cost will include long

term realized losses over the course of the next year and will be based on historical experience.

6. Routine Service Calls: Meet the definition of Corrective Repairs above and all the following:
 - a) Activities undertaken to detect, isolate and rectify a fault so that the failed equipment can be restored to its normal operating state. However, repairs necessitated by normal wear and tear are NOT considered corrective repairs.
 - b) For any location listed herein, the CDDR will identify to the Contractor that this is a routine service call and Contractor shall provide the service as a routine service call.
7. Urgent Service Calls: Meet the definition of Corrective Repairs above and all the following:
 - a) Activities undertaken to detect, isolate and rectify a fault so that the failed equipment can be restored to its normal operating state. However, repairs necessitated by normal wear and tear are NOT considered corrective repairs.
 - b) Matters that are not an emergency but can become an emergency.
 - c) For any location listed herein, the CDDR will identify to the Contractor that this is an urgent service call and contractor shall provide the service as an urgent service call.
8. Emergency Service Calls: Meet the definition of Corrective Repairs above and all the following:
 - a) Activities undertaken to detect, isolate and rectify a fault so that the failed equipment can be restored to its normal operating state. However, repairs necessitated by normal wear and tear are NOT considered corrective repairs.
 - b) Any condition that can potentially impact the health, safety and welfare of City employees and the public as determined solely by the City.
 - c) For any location listed herein, the CDDR will identify to the Contractor that this is an emergency service call and contractor shall provide the service as an emergency service call.
9. Call-backs: Call-backs are defined as the recall of Contractor to address a previously serviced corrective repair or scheduled preventive maintenance item within 90 days of service.
10. Holidays: Holidays are defined as City recognized holidays as published on the City's website at <https://www.sanantonio.gov/Commpa/holidaysandclosures>.
11. ID Badges: Identification badges.
12. Materials: Material includes but is not limited to parts, chemicals, instruments and other goods used to perform the requirements in this solicitation.
13. Parts: Includes all materials and goods used to perform the requirements in this solicitation.

4.2 GENERAL REQUIREMENTS

- 4.2.1 If at any time after the date of the response, the Contractor reduces the comparable price of any article or service covered by this solicitation, to customers other than the City, the price to the City for articles or services shall be reduced proportionately. Such reductions shall be

effective at the same time and in the same manner as the reduction in price to customers other than the City. In addition to invoicing at the reduced prices, the Contractor shall furnish promptly to the City of San Antonio complete information as to such reduction.

- 4.2.2 SITE VISITS: Respondents are encouraged to visit the service locations to become familiar with the amount of labor, materials and equipment that will be required in the performance of the work under this contract PRIOR to submitting a response. Respondents shall carefully examine these specifications and, if necessary, secure from the City any additional information that may be a requisite to a clear and full understanding of the work. Respondents shall submit all questions in writing to Steve Garcia at Steven.Garcia6@sanantonio.gov in accordance with Section 003 - Instructions for Respondents, Restrictions on Communication. City's official response to questions will be addressed via an addendum.
- 4.2.3 Pricing shall remain firm for the duration of the Original Contract Term. Thereafter, Contractor may submit a written request for a price adjustment to the Finance Department annually in accordance with the CPI Price Adjustment clause in Section 005, Supplemental Terms & Conditions, Consumer Price Index.
- 4.2.4 The Contractor shall provide a timeline schedule stipulating the Scheduled Preventive Maintenance dates of servicing for each location. The timeline shall be provided for each fiscal year, initially within 45 days of award of contract and no later than October 1st for each subsequent year for the term of the contract. Contractor shall perform the work as stated on the days in the timeline schedule, providing a 10-day latitude due to unforeseen conditions such as inclement weather.
- 4.2.5 Contractor shall submit the following documents throughout the contract period:
- 4.2.5.1 Manufacturer's letter certifying that the Contractor is authorized to provide the services required herein on the brand/type of HVAC system.
 - 4.2.5.2 List of all consumable materials for this scope of work (i.e., filters, belts, etc.)
 - 4.2.5.3 The Contractor shall provide corrective repair report to CDDR within five (5) calendar days after the completion of the services.
 - 4.2.5.4 The Contractor shall provide notification of any deficiency and/or impairment of HVAC systems in writing within 24 hours of a scheduled preventive maintenance.
 - 4.2.5.5 Warranty documents shall be submitted within five (5) business days after completion of repairs.
 - 4.2.5.6 Preventative Maintenance (PM) forms (HVAC Scheduled Preventive Maintenance Checklist and reports, Exhaust Fan Scheduled Preventive Maintenance Checklist and Reports, etc.). Reports shall include equipment photos and other photos to document equipment condition. Forms and checklists shall be submitted on a quarterly basis, at the end of each quarter and shall serve as Contractors supporting documentation for anticipated corrective repairs.
 - 4.2.5.7 Life Cycle Reports shall be submitted within 90 days of contract award and September 1st of each year thereafter for the subsequent years for the term of this contract and each renewal.
 - 4.2.5.8 Digital picture of failed part(s) shall be submitted within five (5) calendar days after completion of any corrective repair.

4.2.5.9 Contractor shall provide an itemized invoice for services rendered quarterly.

4.2.6 Additions/Deletions: During the contract period, the City may add or delete locations to the contract. Additions and deletions shall be made by written change order to the contract. If a site is deleted from the contract, the Contractor shall cease performing services for the location as of the effective date of the change order and shall not invoice for the specific location. If a new location is added to the contract, the pricing will be at the same rate as an existing rate for a comparable location with similar equipment shown on Attachment B – Price Schedule.

4.3 CONTRACTOR'S WORK REQUIREMENTS

4.3.1 Contractor is responsible for obtaining all required permits as required by the Development Services Department (Building Inspections) and the Texas Department of Licensing & Regulation. Contractor is not responsible for boiler inspections.

4.3.2 Contractor shall supply all labor, materials, transportation, lifting devices and tools necessary for the proper execution and completion of the work; and shall perform in the best and most workmanlike manner the services described herein and everything incidental thereto, as stated in the specifications or reasonably implied on and in accordance with these contract documents. Contractor shall provide full time supervision and properly skilled craftsmen to perform corrective repairs. Full time supervision is not required for scheduled preventive maintenance.

4.3.3 Before ordering any material or doing any work, Contractor shall verify all required procedures and shall be responsible for correctness of the same. No exchange or compensation will be allowed on account of differences.

4.3.4 Contractor shall confine his operations and work force to the space allowed by law and as allotted by the City. Contractor shall protect and be responsible for any damage to property.

4.3.5 Contractor shall remove all trash and debris generated by his/her work. Contractor shall furnish and pay for all means of removing all trash and debris generated by the work. The service area shall be kept clean and maintained. No debris shall be dumped and left about the building or surrounding areas. Upon completion of the work, the serviced area shall be left clean and free of any and all trash, scraps, cartons, etc. incidental to performance of contracted services. All debris, old materials and trash resulting from the specified work shall be disposed of in an approved landfill by the Contractor. Upon request by facilities department, registers will be cleaned and sterilized using appropriate cleaning solutions. After removing surface contaminations an HVAC approved bacteriostat/deodorant will be used. Manufacturer's recommendations will be followed during the application of a bacteriostat/deodorant to inhibit future microbial growth. The Contractor shall be responsible for the disposal of all waste or hazardous materials resulting from the work. Handling and transporting of waste or hazardous materials shall be done in accordance with safety and environmental regulations. The Contractor shall meet all Federal, State and Local regulations for the disposal of the waste.

4.3.6 City will provide necessary and reasonable means of access to the equipment being serviced. Contractor shall be free to stop and start all primary equipment incidental to the maintenance of the equipment as necessary, provided that arrangements in advance are mutually agreed upon by the Contractor and the authorized CDDR. The Contractor will furnish a detailed estimate of downtime for all repairs. Extended periods of equipment shutdown at any facility must be coordinated through the SAFD Facilities Division 210-206-2335 or Rod Rodriguez 210-206-2337, City may revise these points of contact by written notice to Contractor.

4.3.7 City will not be responsible for Contractor's service vehicles that are ticketed for parking violations received while performing the work described herein. Contractor shall be responsible

for any parking fees. Contractor shall park only in designated parking spaces whenever performing services at any location.

- 4.3.8 Contractor shall not be required, as part of the maintenance services, to conduct a safety test, unless recommended as part of routine maintenance by the equipment's manufacturer or to install new components or additional controls as recommended or directed by any insurance company or laboratory, or governmental authority, or to make replacements mentioned herein with parts or devices of a different design for any reason whatsoever.
- 4.3.9 Contractor shall be responsible for the maintenance of all electrical and pneumatic control circuits pertaining to the operation of the air conditioning and heating systems and exhaust system units covered under these specifications. In addition, Contractor shall provide regular maintenance to the electrical components such as compressors, fan motors, contactors, air handler motors, exhaust fans, pumps and pump motors and electric heating strips.
- 4.3.10 If these units fail under normal operating conditions and it is determined by the designated CDDR that the failure of a component was due to Contractor's negligence to perform the required scheduled preventive maintenance accurately, then Contractor shall repair or replace the component, as required, at Contractor's expense.
- In the event a control system requires alteration, modification or change, or if any equipment is in need of replacement, Contractor shall provide a written explanation and estimate to the City's designated Facilities Coordinator/Manager for approval prior to performing any corrective repair. The additional work will be authorized when Contractor receives a purchase order.
- 4.3.11 Work performed, and materials and parts supplied under this contract will be monitored by City representatives. Parts, maintenance procedures and workmanship provided by Contractor must be those as recommended by the manufacturer of the equipment and professional trade standards. Failure of Contractor to produce quality service under the terms established in this agreement may result in the termination of the contract by City.
- 4.3.12 Contractor shall complete any required repair and/or replacement of all defective parts prior to the end of the contract period. In the event this is not accomplished prior to completion of contract, City reserves the right to procure the service elsewhere and charge Contractor for the difference in cost of such service or repair. Contractor shall pay the said sum within 20 days of receipt of City's notice. This provision shall survive the termination or expiration of the contract.
- 4.3.13 City shall not be responsible for trip charges and/or service charges related to Contractor delivering the wrong part. Contractor shall only invoice the City for the time spent on City property. However, all costs, fees and expenses chargeable are only those shown on the Price Schedule attached hereto. Contractor shall not charge the City for time spent in route to City location. Time shall be based on actual time spent on the job site. Travel charges to the job site will NOT be allowed. Mileage and travel time to and from the job site is not reimbursable under this contract. Mileage and travel costs shall be included in the hourly rate quoted.
- 4.3.14 A digital picture shall be required for any failed part(s) over a \$500.00 aggregated cost. City also may require Contractor to produce the failed part for City's inspection. The digital picture shall be submitted upon request or within five (5) calendar days after the completion of the corrective repairs.
- 4.3.15 Contractor shall have all employees in uniforms with ID tag listing name of the business and the employee.
- 4.3.16 The Contractor shall perform all work in strict compliance with the requirements of the manufacturer's requirements, this scope of work, codes, and all applicable federal, state and local laws and regulations.

- 4.3.17 The Contractor shall deliver, store and handle all materials in a manner that will prevent damage to the system or related components.
- 4.3.18 It shall be the Contractor's responsibility for storage of any materials and the City will not be responsible for loss or damage to materials, tools, equipment or work arising from acts of theft, vandalism, malicious mischief or other causes.
- 4.3.19 The Contractor shall lay out the work using acceptable practices before starting any activities.
- 4.3.20 The Contractor shall be responsible for all long-distance phone charges that may result from communication between the Contractor's central monitoring station and City facilities.
- 4.3.21 The Contractor at his/her expense shall protect and be responsible for any damage to adjacent buildings, property, etc.
- 4.3.22 The Contractor shall perform all work safely and follow required safety standards to include but is not limited to OSHA, Federal, State and City codes.
- 4.3.23 Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants of potential hazards shall be provided by the Contractor.
- 4.3.24 Quoted prices shall reflect all associated costs including materials and labor hours.
- 4.3.25 Forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation of this contract.
- 4.3.26 Services shall be provided while the facilities are occupied or unoccupied; therefore, the Contractor shall provide the services in a manner which does not impact or interfere with occupants' daily responsibilities.
- 4.3.27 Contractor shall ensure Contractor's staff including, but not limited to, supervisors, service representatives or service technicians, meet and follow all City of San Antonio security standards and must obtain an identification badge from the Security Office prior to performing any work. Contractor's staff shall follow all required security standards and procedures to gain access to the facilities.
- 4.3.28 Contractor shall be responsible for the conduct and performance of the Contractor's staff including any subcontractors. Contractor's staff must be properly uniformed and shall display a valid ID identifying their company at all locations.

4.4 WORK HOURS

- 4.4.1 Scheduled preventive maintenance shall be performed during Standard Work Hours, defined as Monday through Friday, 9:00 a.m. – 6:00 p.m. for the SAFD.
- 4.4.2 Corrective repairs shall also be performed during Standard Work Hours, unless otherwise instructed by the CDDR.
- 4.4.3 City may require Contractor to perform corrective repair work during nights, weekends, or holidays. Nights, weekends and holidays and any time other than the Standard Work Hours defined above, are considered Standard Overtime Work Hours and will be paid at the applicable rates shown on the Price Schedule.

4.5 QUALIFICATION REQUIREMENTS

- 4.5.1 The Respondent shall maintain either a current City of San Antonio Heating and Air Conditioning Mechanical License or 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, to engage in the performance of the work involved in the maintenance and

repair of air conditioning and heating systems. All of Respondent's employees who work on City's units must be City and State registered ACR Technicians. With approval by the City, Technicians may bring helper as needed. **Respondent shall furnish, attached to the proposal submission, a copy of its City of San Antonio Heating and Air Conditioning Mechanical License, or State of Texas CLASS A LICENSE with a combined endorsement.**

- 4.5.2 REFERENCES AND QUALIFICATIONS: Proposals shall be considered only from responsible businesses or individuals who are currently and have been engaged in the performance of HVAC maintenance and repair for a minimum of three (3) continuous years. **Respondents shall provide with response** a list of at least three (3) references for which HVAC maintenance and repair services of the same type and to the same degree was provided within the last three (3) years. References should include the company name, point of contact, phone number, description of services provided, date of service and size of facility. Respondent shall submit, upon request of the City of San Antonio, for evaluation purposes, a resume of experience of the assigned foreman and service personnel. Contractor shall provide a list of other name(s) under which organization has done business within the last three (3) years. **Failure to submit a list of references may cause response to be disqualified.** The City reserves the right to contact any or all references prior to an award. Any negative responses may result in rejection of the response. Reference letters provided may not include a previously awarded City of San Antonio contract.
- 4.5.4 Respondent will have licensing and certifications required to adjust and program automated HVAC controller systems such as Automated Logic. Where Respondent does not possess these licensing and certifications requirements, Respondent will sub-contract these services directly for efficient service to the SAFD.

4.6 REPORTING REQUIREMENTS

- 4.6.1 Contractor shall maintain proper electronic records of equipment serviced under this contract that includes, but is not limited to, facility site name, site location, zip code, equipment nomenclature- make/brand, model number, BTU / Ton size, serial number, approximate date of installation or manufacture date, airflow resistance before and after replacing filters, refrigerant type, frequency of inspections, scheduled preventive maintenance tasks performed, or service completed with dates, description of major problems, amount of refrigerant that was used, dates inoperable and name of the technician(s) who serviced the equipment at each service. The Contractor shall submit this information for each unit of equipment on a quarterly basis (first week of January, April, July and October) to the City's Department Facilities Coordinator/Manager for the applicable unit. Contractor will work with each department to develop the HVAC Equipment Service Record.
- 4.6.2 Contractor shall furnish a legible report at each service call to CDDR for signature verifying the service was performed and checked by the CDDR. The report shall have attached a checklist of items addressed and a completed HVAC Scheduled Preventive Maintenance Checklist form per unit (See Attachment L - HVAC Scheduled Preventive Maintenance Checklist) upon each visit; these must include suggested corrective repairs for items that are in danger of imminent failure and an itemized cost estimate. This cost estimate shall not be construed as an authorization for additional work. Contractor shall submit quotes for corrective repairs to the CDDR upon finding items in danger of imminent failure. No cost estimate is required for replacements or repairs necessitated by ordinary wear and tear, as this is considered part of scheduled preventive maintenance.
- 4.6.3 Contractor shall furnish a report within five (5) calendar days after each corrective repair service call has been completed. This service report should include the findings and corrective action taken by technician and should be attached to invoice.

4.7 MATERIAL REQUIREMENTS

Any materials or parts used in complying with this contract shall be equal to or better than original equipment. The City will periodically monitor the work and accomplish an inspection after completion of work for final approval and release of payment. If a part requiring replacement is obsolete, Contractor shall be responsible for supplying a replacement part, even if the replacement part is better than the part being replaced. Such a replacement will not be considered an upgrade or outside the scope of this contract, if the Contractor was already obligated hereunder to provide the replacement part (i.e., replacement of parts due to ordinary wear and tear).

4.8 WARRANTY REQUIREMENTS

- 4.8.1 Performance warranty: Work performed shall meet all applicable standards and codes. The Contractor shall guarantee work against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date service is completed.
- 4.8.2 Material warranty: Materials provided shall be in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATED, PROTOTYPE, RECONDITIONED, OR DISCOUNTED MATERIALS ARE NOT ACCEPTABLE. Materials shall be warranted against material defects in workmanship for a period of not less than 12 months and shall cover 100 % parts and labor. The warranty period shall commence upon date service is completed. If the manufacturer's standard warranty period exceeds 12 months, then the manufacturer's standard warranty shall apply. Contractor shall be ultimately responsible for service under the warranty. Contractor shall provide CDDR with all manufacturers' warranty documents upon completion of service prior to leaving job site.
- 4.8.3 Warranty documents shall be submitted within five (5) business days after completion of repairs.
- 4.8.4 Contractor shall coordinate replacement of equipment that is still under manufacturer's warranty.

4.9 FILTER REQUIREMENTS

- 4.9.1. SAFD locations are currently on a City contract for filter replacement services. Should that contract lapse and/or once ARPA funding is exhausted for filter replacements, City may request a quote for the filter replacement and may issue a change order(s). Respondent will not include the price for filter replacement services in the Price Schedule for Preventative Maintenance and Repairs. Request to begin filter replacement will be in writing from the designated representative for SAFD.

4.10 FILTER TYPES AND FILTER DISPOSAL

4.10.1 Pleated High-Capacity HVAC Air Filter:

4.10.1.1 General

- a) Air filters shall be medium efficiency ASHRAE pleated panels consisting of cotton and/or synthetic media, welded wire media support grid and beverage board enclosing frame.
- b) Sizes shall be noted on drawings or other supporting materials.

4.10.1.2 Construction

- a) Filter media shall be a cotton and/or synthetic blend, lofted to a uniform depth of 0.15 inches and formed into a uniform radial pleat.

- b) A welded wire grid, spot-welded on one-inch centers and treated for corrosion resistance shall be bonded to the downstream side of the media to maintain radial pleats and prevent media oscillation. Expanded metal backings are not acceptable.
- c) An enclosing frame of no less than 28-point high wet-strength beverage board shall provide a rigid and durable enclosure. The frame shall be bonded to the media on all sides to prevent air bypass. Integral diagonal support members on the air entering and air exiting side shall be bonded to the apex of each pleat to maintain uniform pleat spacing in varying airflows. Filter media requiring separate, rigid structures or frames for installation is unacceptable.

4.10.1.3 Performance

- a) The filter shall have a Minimum Efficiency Reporting Value of MERV 8 when evaluated under the guidelines of ASHRAE Standard 52.2-2007. The media shall maintain or increase in efficiency over the life of the filter.
- b) Initial resistance to airflow shall not exceed 0.23 inches, 0.31 inches or 0.27 inches w.g.(water gauge) at an airflow of 350, 500 or 500 fpm on 1 inch, 2 inches or 4 inches deep models respectively.
- c) The filter shall be listed by Underwriters Laboratories as UL Class 900.
- d) Contractor shall provide evidence of facility certification to ISO 9001:2008.
- e) Contractor shall provide manufacturer's guarantee of the integrity of the filter pack to 2.0 inches w.g.
- f) Filters shall have the following Lifetime Guarantees. Any filter or filter media requiring more frequent changes to maintain specified performance is unacceptable.
 - 1) Three (3) month Guarantee: Not to exceed an increase of twice the Initial Static Pressure. This guarantee is for 2 inches & 4 inches. Filters in Roof Top Units or large Air Handling Units. Drop down grills with 1 inch filters are excluded. Replacement filters will be provided at no charge if the lifetime guarantee is not met.
 - 2) Acceptable Manufacturers: Camfil Farr 30/30 or approved equal.
- g) Contractor shall provide City with manufacturer's written guarantee of performance.

4.10.2 Multi-Pocket High Efficiency Bag HVAC Filter:

4.10.2.1 General

Air filters shall be high efficiency extended surface pocket style filters consisting of high loft air laid microfine glass media formed into tapered pockets, an acrylonitrile butadiene styrene (ABS) plastic header, ABS plastic pocket retainers and bonding agents to prevent air bypass and ensure leak free performance.

4.10.2.2 Construction

- a) Filter media consist of high-density air laid lofted micro-fine glass media that is chemically bonded to a permeable media support backing forming a lofted filter blanket.

- b) Individual pockets shall contain a minimum of 40 stitching support points per square foot of media area. All stitching centers shall be sealed using a foam-based sealant that shall remain pliable throughout the life of the filter. The sides and ends of each pocket shall be sewn with a chain-link over lock stitch.
- c) Pockets shall be formed into tapered pleats, supported by controlled media space stitching, to promote uniform airflow across the surface of the media. At any point, the sizes of the upstream and downstream passages shall be proportional to the volume of filtered air. The pockets shall also be conical or tapered from top to bottom to minimize media contact against the interior of the HVAC system.
- d) Support members shall include an ABS plastic header and ABS plastic pocket retainers. Individual pocket retainers shall be assembled from matching halves that snap together to provide rigid and durable frame support. The plastic pocket retainers shall include anchor ports allowing for visual confirmation of pocket retention.
- e) A filter-to-filter sealing gasket shall be installed on one of the vertical members of the filter header.

4.10.2.3 Performance

- a) The filter shall have a Minimum Efficiency Reporting Value of MERV 13 or MERV 14 per ASHRAE Standard 52.2, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size. The MERV and MERV-A ratings shall correspond to MERV and MERV-A ratings as specified by the Engineer of Record for each individual facility and shall meet or exceed the ratings of filters already in use at these facilities.
- b) Initial resistance to airflow shall not exceed 0.40 (MERV-13A) or 0.45 (MERV-14A) w.g. at 2000 cfm.
- c) The filter shall be capable of withstanding 10.0 inches w.g. without failure of the filter.
- d) The filter shall be listed by Underwriters Laboratories as UL Class 900.
- e) Contractor shall provide evidence of facility certification to ISO 9001:2008.
- f) Filter shall have the following Lifetime Guarantee. Any filter or filter media requiring more frequent changes to maintain specified performance is unacceptable.
 - 1) One (1) Year: Not to exceed an increase of twice the Initial Static Pressure.
 - 2) Acceptable Manufacturers: Camfil Farr Hi-Flo ES or approved equal.
- g) Contractor to provide manufacturer's written guarantee of performance.

4.10.3 High-Efficiency High-Capacity Mini-Pleated V-Bank HVAC Filter:

4.10.3.1 General

Air filters shall be V-Bank mini-pleat fiberglass disposable type with pleat separators, polyurethane pack-to frame sealant, polystyrene enclosing frame and have an ECI value of five (5) stars.

4.10.3.2 Construction

- a) Filter media shall be of micro-fine glass fibers formed into uniform pleats with a spacing of ten (10) pleats per inch and a uniform pleat height of 24mm. Pleats shall be separated at 25mm intervals to ensure pleat separation and uniform airflow through the filter pack.
- b) Pleats media packs shall be assembled into a V-bank configuration with sufficient total media area to meet airflow requirements. The filter outlet shall be radial in shape with a maximum of 60% open area to maintain low-pressure drop and uniform airflow (20" by 20" shall be straight V-style design).
- c) The media packs shall be bonded to the inside periphery of a polystyrene enclosing frame with a polyurethane sealant. The enclosing frame shall include top and bottom molded tracks as in integral part of the frame to ensure a proper seal.
- d) Media packs shall be recessed at least 1" from the air entering side of the enclosing frame to allow uniform airflow when a prefilter is mounted directly to the enclosing frame.
- e) Rigid plastic end caps shall be mechanically fastened to the top and bottom of the media pack enclosing structure to ensure a rigid and durable filter.
- f) Carrying handles shall be an integral part of the filter frame and shall bridge from media pack to media pack providing additional filter support and filter rigidity. Handles shall include fastener connection locations for the application of spring mounting fasteners when the filter is applied in reverse flow applications.

4.10.3.3 Performance

- a) The filter shall have a Minimum Efficiency Reporting Value of MERV-13 or MERV-14 when evaluated under the guidelines of ASHRAE Standard 52.2. The MERV and MERV-A ratings shall correspond to MERV and MERV-A ratings as specified by the Engineer of Record for each individual facility and shall meet or exceed the ratings of filters already in use at these facilities.
- b) Initial resistance to airflow shall not exceed 0.27 (MERV-13A) or 0.31 (MERV-14A) inches w.g. at an airflow of 500 fpm for 24 x 24, 24 x 12 and 24 x 20 sizes. On 20" by 20" respective pressure drops shall be 0.33 (MERV-13A) or 0.37 (MERV-14A) inches w.g. at an airflow of 500 fpm.
- c) Filter shall be listed UL 900 by Underwriters Laboratories.
- d) The filter shall be capable of withstanding 10.00" w.g. without failure of the media pack.
- e) Contractor shall provide evidence of facility certification to ISO 9001:2008.
- f) Filter shall have the following Lifetime Guarantee. Any filter or filter media requiring more frequent changes to maintain specified performance is unacceptable.
 - 1) Two (2) Years: Not to exceed an increase of twice the Initial Static Pressure.
 - 2) Acceptable Manufacturers: Filters shall be Camfil Farr Durafil ES or approved equal.
- g) Contractor shall provide manufacturer's written guarantee of performance.

4.10.4 Supporting Data

Contractor shall provide product test reports for each listed efficiency including all details as prescribed in ASHRAE Standards 52.2-2007B as part of response package.

4.10.5 Bypass Elimination

Panel filters shall be installed utilizing SnapStik or approved equal to ensure that air by-pass between and around individual filters is completely eliminated. Regarding approved equals, Contractor must provide a device for aiding in the removal of panel filters for every unit and City must provide approval in writing.

4.10.6 Filter Disposal and Recycling Program:

City requires Contractor to participate in a Recycling Program. As such, Contractor shall meet the following requirements.

4.10.6.1 Filter Boxes: Contractor shall collect City's used cardboard filter boxes, bundle them and provide them to a recycler. Contractor shall not dispose of used cardboard filter boxes utilizing City's waste disposal receptacles.

4.10.6.2 Collection: Contractor shall collect filters during scheduled replacements. Contractor shall not store used filters on City property for future pick up. Additionally, Contractor shall not dispose of filters utilizing City's waste disposal receptacles. All transportation and processing of dirty filters shall be the responsibility of Contractor.

4.10.6.3 Pricing: Any costs associated with these recycling requirements shall be included in Contractor's quarterly maintenance fees.

4.11 FILTER SERVICE AND REPLACEMENTS

4.11.1 Replacing Filters

4.11.1.1 Contractor shall contact CDDR to schedule an appointment for filter changes in accordance with the contract requirements regarding filter replacement.

4.11.1.2 Technician will arrive on job site at appointment time, wearing appropriate work attire and proper Personal Protective Equipment. Technician will park in designated parking.

4.11.1.3 Technician must immediately make contact with the appropriate City Point-of-Contact (POC) at time of arrival. If an escort is needed, the Technician will remain with the escort at ALL TIMES or as directed by CDDR.

4.11.1.4 Technician will proceed with filter change.

4.11.1.5 Turn off power disconnect so particulate is not suctioned in while changing filters (if previously authorized by City).

4.11.1.6 Remove panel or door, careful not to damage the roof with the door panel.

4.11.1.7 Remove dirty air filters.

4.11.1.8 Replace dirty air filters with new clean filters that fit properly.

4.11.1.9 **Write the date (month, day, year) on the end of each new filter in a black marker clearly designating the exact date the filters were changed.**

4.11.1.10 Replace panel or door and make sure it fits properly.

- 4.11.1.11 Replace all screws in door, even if it was missing screws when opened. If holes are worn out, then replace screws with the next larger size.
- 4.11.1.12 Turn disconnect back on and make sure all trash is removed from work area.
- 4.11.1.13 Repeat Steps 4.11.1.1 through 4.11.1.12 until job is complete.
- 4.11.1.14 Once work is complete, Technician must make one (1) more round to check doors and make sure all trash is removed, leaving the work area cleaner than the way it was found.
- 4.11.1.15 Technician shall make contact with the CDDR again to effectively communicate the job is complete.
- 4.11.1.16 Technician shall report any issues found such as dirty/frozen coils, loose or broken belts, etc.
- 4.11.1.17 Any filter size/quantity adjustments will be noted on the Dispatch ticket and updated for future jobs.
- 4.11.1.18 CDDR will be notified of any changes at job site. Technician and City POC will sign and date Dispatch ticket.
- 4.11.1.19 CDDR receives "Customer Copy" and Technician will keep "Original Copy" for Contractor's records.
- 4.11.1.20 Technician will leave job site with dirty filters and dispose of them in accordance with 4.10.6 Filter Disposal and Recycling Program as described above.

4.11.2 Permanent Filter Service

- 4.11.2.1 Various HVAC units may be equipped with re-usable, washable filters which do not require replacing, but shall be washed and cleaned on a quarterly basis.
- 4.11.2.2 Permanent Filters which require replacement shall be quoted as a Corrective Repair.

4.12 PRE-EXISTING DAMAGE TO HVAC SYSTEMS

4.12.1 Contractor shall have 90 days from the start of the contract to identify all pre-existing issues with the HVAC systems and to provide a Life Cycle Report and estimates to perform corrective repairs to the City Designated Departmental Representative (CDDR). No distinction is made between major or minor repairs for purposes of this section. City shall have the discretion to hire Contractor or another party to complete any corrective repairs. Once the corrective repairs have been completed, City and Contractor shall schedule a walk through to verify that all corrective repairs have been completed. Once verification of corrective repairs is made Contractor is responsible for maintaining the HVAC system in accordance with the RFCSP scope of work unless Contractor further identifies HVAC deficiencies and submits to CDDR on required reports and checklists required in the contract. Pricing for corrective repairs of pre-existing damage shall be in accordance with the Corrective Repairs Parts and Corrective Repair Labor Hours pricing shown in the price schedule. Time shall be based on actual time spent on the job site. Travel charges to the job site will NOT be allowed.

4.12.2 Contractor's estimate to perform corrective repair for a pre-existing damage shall include a cost breakdown submitted by Contractor, clearly indicating the labor rate from Attachment B – Price Schedule, and quantity of hours required to perform the repairs, with evidence supporting the same.

4.12.3 City decision whether to repair pre-existing damage will depend on a variety of factors, such as overall cost and budgetary constraints. Therefore, it is possible that such corrective repairs will not be made at all locations.

4.13 LIFE CYCLE MANAGEMENT PROGRAM

On an annual basis, Contractor shall conduct an Asset Life Cycle Management Program that provides a full analysis of the current equipment installation and prepares a modernization plan to improve the equipment to modern safety, accessibility, performance and aesthetics standards. The plan will evaluate investment schedules and constraints to assist the CDDR with budgeting the investment from individual HVAC parts through full modernization packages for the lifetime of the building. The life cycle report will include brand, model number, serial number and manufacture date. This information will be for both the indoor condensing unit and outdoor compressor unit.

4.13.1 **Contractor shall provide the first plan within 90 days of contract award** and during the Spring Quarterly preventative maintenance and repair cycle of each year within the subsequent years for the term of this contract.

4.13.2 The Contractors assessment of equipment and repair recommendations shall be provided with life cycle report and shall serve as Contractors supporting documentation for corrective repairs.

4.13.3 Contractor shall obtain a Purchase Order from the City Representative before commencement of corrective repairs or replacement.

4.14 BADGING/SIGNAGE PROGRAM

Upon contract award and on an annual basis, Contractor shall ensure that the thermostat(s), outdoor unit and indoor unit intra-facility identification badging is legible and placed upon units. Badging will follow the current facilities standard. If no badging is identified, vendor will add it in the following manner: The first air handler will be labeled AH-1, the condensing unit will be labeled CU-1, and the thermostat will be labeled TSAT-1. Systems will be labeled as a whole and sequentially starting with the number 1, differentiation to label designations can be done as approved by the CDDR. Labels will be of high quality and approved for outdoor use.

4.14.1 Contractor shall complete this service within 90 days of contract award and verify accuracy of the badging/signage program each year during the full term of the contract. Annual verification of badging/signage program shall occur during the HVAC preventative maintenance and repair Spring quarterly cycle. This will be accomplished as part of the Asset Management Lifecycle Program.

4.14.2 Contractor shall provide a quote for the cost to create a detailed list for badging/signage within 90 days from the contract award.

4.14.3 Contractor shall ensure badging/signage is in good condition and inform City staff if any issues are discovered during validation.

4.15 SCHEDULED PREVENTIVE MAINTENANCE

Scheduled Preventive Maintenance requirements shall include, but are not limited to, the following:

4.15.1 Labor to be provided by the Contractor:

All labor, material and equipment required to perform scheduled preventive maintenance shall be **INCLUDED** in the **COLUMN SCHEDULED PREVENTIVE MAINTENANCE COST PER LOCATION PER QUARTER OF ATTACHMENT B – PRICE SCHEDULE**. All replacement

parts listed in Section 4.15.2: Materials to be provided by the Contractor, and any other parts or materials needed to perform scheduled preventive maintenance as described in this RFCSP shall be included in the maintenance cost.

4.15.2 Materials to be provided by the Contractor:

The following materials, parts and necessary maintenance items, also identified as normal wear and tear items, will be **INCLUDED** in the SCHEDULED PREVENTIVE MAINTENANCE COST PER LOCATION PER QUARTER OF ATTACHMENT B – PRICE SCHEDULE and supplied by the contractor at no additional cost to the City. Contractor is required to provide all tools, equipment and supplies to perform all required maintenance at no additional cost to City, unless otherwise specified in this RFCSP.

- 4.15.2.1 Filter media to meet or exceed the manufacturers' recommendations as detailed in the maintenance and operation manuals for the particular unit being serviced.
- 4.15.2.2 Fan belts shall be replaced within the first 90 days of start of contract period, and then replaced as required. Contractor shall install only the exact size of belt recommended by the manufacturer of the particular unit being serviced.
- 4.15.2.3 When equipment or parts are replaced as a unit, and an updated design of the replacement is available, the newer design item shall be used as a replacement.
- 4.15.2.4 Only "wet steam", non-corrosive chemicals or solvents will be used for cleaning evaporator and condenser coils equivalent to those recommended by the manufacturer of the unit being serviced.
- 4.15.2.5 Lubricants, grease, oil and flex sleeves for damper linkages, and other moving parts.
- 4.15.2.6 Limit switches: If a limit switch is found to be defective it will be replaced at no cost to the City, unless the replacement is part of a larger repair. Example: multiple components are required to be replaced due to an electrical fire, lightening, etc.
- 4.15.2.7 Broken and burnt electrical wiring and end terminals.
- 4.15.2.8 Replace missing screws. If holes are worn out, then replace with the next larger size.
- 4.15.2.9 Refrigerants for the purpose of adjusting refrigerant levels less than one (1) pound. If a leak is suspected, Contractor shall provide a proposal for corrective repairs.
- 4.15.2.10 Replace packing material on control valves and flex sleeves in pump coupling as often as necessary when visually identified as failing. Only applies when the equipment is leaking.
- 4.15.2.11 Scissor Lift equipment or other lifting equipment used for reaching units located in high places is Contractor's responsibility and shall be at Contractor's sole cost. No additional cost shall be billed to City.
- 4.15.2.12 The list of locations requiring scissor lifts is provided for reference only. City does not guarantee its accuracy. Respondents are encouraged to inspect each facility prior to submitting a response and will be held to the prices submitted, even if scissor lift locations are not properly identified herein. The locations are as follows:

All Fire Stations except Fire Station No. 12

4.15.3 Services to be provided by the Contractor:

The items below are provided so that Contractor understands the minimum expected service levels to be provided to the City under the terms of this contract. Not all the items listed will be applicable to all service locations, but if any of the locations utilize any of the devices, then this service is expected to be performed at the time increment indicated. Other maintenance

previously identified in these specifications is also to be provided. Contractor SHALL submit to each CDDR a schedule of quarterly and semi-annual equipment maintenance to be performed at the location(s) covered under this contract within 45 calendar days of being awarded the contract. For locations designated for quarterly maintenance only, provide a schedule of the quarterly maintenance to be performed at those locations within 45 calendar days of contract award.

Contractor shall develop a scheduled preventive maintenance schedule for the HVAC units including ventilation systems as recommended by the manufacturer, American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHARE) standard 180-2012, best practices of the trade, and other applicable sources; the scheduled preventive maintenance schedule shall remain on site at each facility. The technician shall initial and date the scheduled preventive maintenance schedule upon completion of each task.

Scheduled Preventive Maintenance Service and Corrective Repair Services applies to all locations listed on Attachment B – Price Schedule and units referenced in the following to include but is not limited to: Exhibit II – HVAC Equipment List and Exhibit III – Filters List. **City does not guarantee complete accuracy of all lists. Respondents are encouraged to inspect each facility prior to submitting a response and will be held to the prices submitted, even if equipment is not properly identified herein.** The scheduled preventive maintenance schedule shall include, but is not limited to:

- 4.15.3.1 Estimated time to complete the task.
- 4.15.3.2 Description of the task.
- 4.15.3.3 Materials and tools needed.
- 4.15.3.4 Measurements to be taken.
- 4.15.3.5 Safety precautions and personal protective equipment (PPE) needed to perform the task.
- 4.15.3.6 Each task performed needs to be signed and dated by Contractor's technician upon completion.
- 4.15.3.7 In addition to scheduled quarterly routine maintenance checks, Contractor shall perform two (2) seasonal service calls per service location, for system shutdown and start-up during the appropriate seasonal period; these checks shall be scheduled in March and November for the Spring and Fall seasons.
- 4.15.3.8 Rental of scissor platform or other lifting equipment for reaching units in high places is Contractor's responsibility.

4.15.4 Minimum Monthly Scheduled Preventive Maintenance Requirements (for all locations):

Contractor shall replace all 1-inch filters and **initial/date with permanent marker.**

4.15.5 Minimum Quarterly Scheduled Preventive Maintenance Requirements (for all locations): Services shall include, but is not limited to, the following scheduled tasks:

- 4.15.5.1 Check operation of heating/cooling/ventilation equipment when in operation.
- 4.15.5.2 Check general operation of all related equipment.
- 4.15.5.3 Clean inside and outside of units, including fins, drain line and coils.
- 4.15.5.4 Lubricate fan and motor bearings.
- 4.15.5.5 Check belt condition and tension. Adjust as necessary.
- 4.15.5.6 Check all pump and motor bearings. Lubricate as required.

- 4.15.5.7 Check operation of boilers when in heating season.
- 4.15.5.8 Check operation of all air-cooled condensers.
- 4.15.5.9 Check air compressors and driers.
- 4.15.5.10 Check operation of refrigeration compressors.
- 4.15.5.11 Check refrigerants levels in all systems; document measurements.
- 4.15.5.12 Perform manufacturer's recommended maintenance on humidifier/dehumidifier equipment in any Liebert equipment.
- 4.15.5.13 Check oil level in the compressors; document measurements.
- 4.15.5.14 Check suction pressure, discharge pressure and oil pressure; document measurements.
- 4.15.5.15 Visually inspect system for leaks using leak detector to pinpoint leaks.
- 4.15.5.16 Measure and record system superheat and sub-cooling and record all readings on quarterly report.
- 4.15.5.17 Check the liquid line sight glasses; document measurements.
- 4.15.5.18 All readings, measurements and equipment conditions shall be noted in the scheduled preventive maintenance reports. The reports shall also include photos of the equipment conditions.
- 4.15.5.19 Air Compressors
 - a) Change crankcase oil.
 - b) Oil motors.
 - c) Check for water in tank and dryer.
 - d) Clean air intake filter, replace if necessary.
 - e) Check belt and adjust or replace.
- 4.15.5.20 Air-Cooled Condensers
 - a) Check fan for alignment, balance and security to shaft.
 - b) Service all controls.
 - c) Tighten all electrical connections.
 - d) Inspect motor starter coils and contacts.
- 4.15.5.21 Pumps including Chilled and Hot Water Pumps
 - a) Check pump drives, mechanical seals and stuffing boxes and adjust or replace as required.
 - b) Check and lubricate pumps and motor bearings as per manufacturer's recommendations.
 - c) Check suction and discharge pressures and pump strainer; clean as needed.
 - d) Inspect motor mounts and vibration pads.
 - e) Visually inspect pump alignment and couplings.
- 4.15.5.22 A/C Heat Pump Unit Split DX Systems (Central AC/Heater Units)

- a) Lubricate blower and condenser motors.
- b) Check operating controls and safeties.
- c) Check motor and fan blades; tighten as required.
- d) Inspect all electrical connections.
- e) Check oil level in the compressors; document measurements.
- f) Check suction pressure, discharge pressure and oil pressure; document measurements.
- g) Check the liquid line sight glasses.
- h) Visually inspect system for leaks using lead detector to pinpoint leaks.
- i) Measure and record system superheat and sub-cooling and record all readings on semi-annual report.

4.15.5.23 Air Handling Units

- a) Check drive and fan belts for proper tension and wear and replace as required **Date and initial with silver marker.**
- b) Check operation of all dampers and pneumatic controls.
- c) Check operation of pneumatic/electric valves and operators.
- d) Check shaft alignment to motor and check motor for proper operation.
- e) Lubricate motor and shaft bearing as required.
- f) Inspect inlet guide vanes to blower assembly and pneumatic control.
- g) Inspect heating and cooling coils.
- h) Check condensate drain pans and clean as required for proper drainage.

4.15.5.24 Boiler Units

- a) Inspect boilers and burner.
- b) Check for water and fuel leaks.
- c) Check sequence and operation of controls.
- d) Check setting and test operation of controls.
- e) Check operation of gas train.
- f) Check safety/relief valves.
- g) Contractor is NOT responsible for boiler inspection permits.

4.15.5.25 Ventilation Exhaust Systems

- a) Visually check belts; replace if necessary.
- b) Inspect pulleys and sheaves.
- c) Measure and record motor amps for each system, provide information with report.
- d) Perform tasks pursuant to Exhibit III – Exhaust Fan Checklist

4.15.6 Minimum Semi-Annual Scheduled Preventive Maintenance Requirements for Cooling, Heating, Chillers and Condensing Unit Coils (twice per year for all locations) and shall be completed during Spring and Fall quarterly inspections. Regarding Semi-Annual requirements and tasks, the following shall apply:

- 4.15.6.1 Contractor shall supply CDDR the schedule of evaporator coil cleanings within 60 calendar days after contract is awarded. If Contractor identifies a coil as new or clean, Contractor will be required to supply a digital photo for proof and approval by the department representative. All evaporator coils need to be cleaned at least once per year during the contract period (in the first two (2) weeks of **March of each year**). However, if any coils are found to be dirty during the contract period, the contractor shall perform the evaporator coil cleaning within **seven (7) calendar days** of notice, to the Contractor, by the CDDR, or at the earliest convenience of the City.
- 4.15.6.2 Contractor shall provide all labor, material, and equipment for the thorough cleaning of all evaporator and condenser coils split systems, and heat pump units. Self-contained air conditioning units with integral blower units shall receive this same service. The coils are to be cleaned **the first two (2) weeks of March and again during the first two (2) weeks in September, every year of the contract**.
- 4.15.6.3 Only the use of hot water / wet stream will be permitted.
- 4.15.6.4 All readings, measurements, and equipment conditions shall be noted in the scheduled preventive maintenance report. The reports shall also include photos of the equipment conditions.
- 4.15.6.5 Temperature Control Devices
 - a) Check, clean and calibrate all thermostats. Replace if defective.
 - b) Check and calibrate all pneumatic/electric control devices from heating and cooling operation.
 - c) Check operation of all control relays. (Electric and pneumatic, as applicable.)
- 4.15.6.6 Coils
 - a) Clean all condenser coils. Air-cooled equipment shall have hot water / wet stream only.
- 4.15.6.7 Chillers - Controls
 - a) Clean inside and outside of cabin. Check connections for tightness.
 - b) Check operation of indicator/alarm lights and LED/LCD displays.
 - c) Check all gauges for proper connections, errors, breakage and anything that may impede accurate measurements.
 - d) Test and calibrate cutouts associated with low oil pressure, high condenser pressure, chilled water low limit, low refrigerant temperature and high motor temperature.
 - e) Check operation of oil pressure and temperature controllers.
 - f) Check operation of head pressure controls and control valves. Calibrate the valves and controls.

- g) Check and calibrate flow switches operation.
- h) Check and adjust water flow and refrigerant level.
- i) Verify set points and operation of operating controls.
- j) Verify start, stop and anti-cycle timers.

4.15.6.8 Electrical System

- a) Check the interior and components of the starter for cleanliness, moisture and oil free conditions. Measure and record voltages on all phases.
- b) Check all the contacts for signs of wear and pitting. Measure and record load current on all phases on the compressor motor and compare with installed meter and nameplate values.
- c) Check the motor terminals. Repair insulation if damaged.
- d) Check and record all voltages and amperages.
- e) Check the overload relays. In the cases where applicable, check oil in the dashpot and dash pot setting. Replace oil, if contaminated.
- f) Meg the motor and record readings.

4.15.6.9 Air-Cooled Condenser

- a) Thoroughly clean all coils, using coil cleaning chemicals and water approved by the manufacturer or “wet” stream.

4.15.7 Minimum Annual Scheduled Preventive Maintenance Requirements for Cooling, Heating and Evaporator Unit Coils (for all locations):

- 4.15.7.1 Contractor shall provide all labor, materials and equipment to provide for the thorough cleaning of all air handling heating and cooling coils once a year in **March**.
- 4.15.7.2 In addition to scheduled quarterly routine maintenance checks, Contractor shall perform two (2) seasonal service calls per service location, for system shutdown and start-up during the appropriate seasonal period; these checks shall be scheduled in March and November for the Spring and Fall seasons.
- 4.15.7.3 Contractor shall provide all labor, materials and equipment for the thorough cleaning of all evaporator coils split systems and heat pump units. Self-contained air conditioning units with integral blower units shall receive this same service. The coils are to be cleaned in March.
- 4.15.7.4 Only “wet steam” or non-corrosive chemicals/solvents with a neutral pH, will be used for cleaning evaporator and condenser coils equivalent to those recommended by the manufacturer of the unit being serviced.
- 4.15.7.5 Clean all evaporator coils (air-cooled equipment); hot water / wet stream only.
- 4.15.7.6 Clean all chilled water and hot water coils; hot water / wet stream only.

4.15.8 Seasonal Scheduled Preventive Maintenance Requirements (for all locations):

In addition to scheduled quarterly routine maintenance checks, Contractor shall perform two (2) seasonal service calls per service location, for system shutdown and start-up during the appropriate seasonal period; these checks shall be scheduled in **March and November** for the spring and fall seasons.

Overhead Suspended Heaters:

At the start of the heating season (first two weeks in October), Contractor shall inspect and thoroughly clean all overhead suspended heaters. All systems are required to be checked and all pilot lights ignited to ensure proper operation during the heating season.

Contractor shall perform maintenance inspection of heaters at every scheduled visit during the months of October through February of the contract period. During the first Cooling inspection, all gas service to the units shall be shut off at the gas valve next to the unit.

4.16 CITY DEPARTMENTS AND RESPECTIVE HVAC UNITS

RF CSP Attachments supply Respondents with the required listing of all units to be serviced by this contract. Respondents are encouraged to familiarize themselves with the Attachments and the amount of labor, materials, and equipment that will be required in the performance of the work under this contract **PRIOR** to submitting a response. Contractor shall carefully examine these specifications and, if necessary, secure from the City any additional information that may be a requisite to a clear and full understanding of the work. **Respondents shall submit all questions in writing to Steve Garcia at Steven.Garcia6@sanantonio.gov in accordance with Section 003 - Instructions for Respondents, Restrictions on Communication. City's official response to questions will be addressed via an addendum.**

4.17 UNSATISFACTORY PERFORMANCE

Unsatisfactory performance may result in a negative vendor performance report. COSA may consider the following performance by the vendor as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:

- 4.17.1.1 "Call back" to correct the solicitation items.
- 4.17.1.2 Contractor personnel assigned not having the skill or knowledge to diagnose the problem or perform the repair or both.
- 4.17.1.3 Contractor not providing submittals as required by the solicitation.
- 4.17.1.4 Contractor not completing the work as required by the solicitation.
- 4.17.1.5 Contractor not providing invoice as required by solicitation.
- 4.17.1.6 Contractor not meeting the project schedule as required by solicitation.
- 4.17.1.7 Contractor does not meet performance requirements.
- 4.17.1.8 Contractor does not meet meeting requirements.
- 4.17.1.9 Contractor does not meet documentation requirements.
- 4.17.1.10 Parts, maintenance procedures and workmanship provided by Contractor shall be those as recommended by the manufacturer of the equipment, and professional trade standards. Failure of Contractor to produce quality service under the terms established in this agreement may result in the termination of the contract by the City.

4.18 QUALITY ASSURANCE AND CONTROL

- 4.18.1 Only trained and certified installation contractor technicians shall be used to provide services.
- 4.18.2 Only products shipped directly from manufacturer, or an approved distributor shall be used in this contract.
- 4.18.3 The Certified contractor shall ensure that quality standards are met during and after maintenance services.
- 4.18.4 All services meet codes and manufacturers' standards.
- 4.18.5 The contractor is responsible for quality assurance and control.

4.18.6 The contractor shall provide a report that shows meeting performance requirements.

4.19 SERVICES AND RESPONSE TIME

CDDR will provide notification by telephone call to the Contractor, for all service requests, whether Routine, Urgent or Emergency. Email notification will follow. Response times for the Contractor will be based on the CDDR phone call notification (not the email notification) for Routine, Urgent and Emergency requests by the City.

4.19.1 Contractor shall maintain the services of a professionally staffed telephone answering system so that immediate and continuous contact on a 24 hour per day, 7 (seven) days per week and 365 days per year basis can be made. Answering service personnel shall be employed by Contractor. Answering machines are not acceptable.

4.19.2 Contractor shall provide a point of contact (name and phone number) to be available 24/7 including days, nights, weekends and holidays.

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

Corrective Repairs: Parts shall be at vendor cost plus markup per price schedule. The Contractor shall provide copies of receipts for all parts and supplies to the designated representative with the corrective repair invoice.

4.19.4 Scheduled Preventive Maintenance Services: The Contractor shall perform the scheduled preventive maintenance on the scheduled date. If unforeseen conditions arise (i.e., inclement weather) on the scheduled date, the Contractor shall notify CDDR via email or phone call as soon as possible prior to or on the scheduled date. All rescheduled services shall be performed within ten (10) calendar days of the original scheduled date. Vendor shall notify all three (3) shifts of that fire station 24-48 hours prior to arrival for scheduled preventative maintenance. This notification will be to the fire station shift email.

4.19.5 Emergency Services – Corrective Repairs

- a) The Contractor shall acknowledge and provide a response to the CDDR's request within 15 minutes of the time the CDDR places the phone call or sends the email.
- b) Contractor technician shall be present and on-site at requested location, within one (1) hour of CDDR having placed the phone call or sent the email, regardless of the date, day or time (holidays, weekends or nights).
- c) If an inspection reveals a problem exists in the equipment which is attributable to Contractor's lack of adherence to scheduled preventive maintenance and quality controls, the total cost of the emergency service visit, including parts and labor, will be borne by Contractor, and no additional charge will be authorized by the City. If the repair is a corrective repair, then Contractor shall invoice the City based on labor rates and parts upcharge per Attachment B – Price Schedule.
- d) An emergency call is any condition that can potentially impact the health, safety and welfare of City employees and the public as determined solely by the City. The City will identify emergency calls at time of notification.
- e) For the purposes of this contract, corrective repairs deemed necessary by the City may be classified as an EMERGENCY REPAIR. Contractor shall not begin any work that is beyond the scope of the maintenance specifications herein unless specifically requested by the CDDR in writing by issuance of a purchase order or requesting the service in writing

by email from CDDR. After the email, a purchase order will be provided by CDDR within seven (7) business days after receipt of proposal. Contractor shall provide a quotation of the work to be performed with an estimated cost for repair within one (1) business day for emergency service calls. This work shall be billed in accordance with labor and parts charges listed on the Price Schedule. The City will not pay for any unauthorized parts or labor charges. Contractor shall submit invoices with the City's purchase order number reflected on the invoice and "EMERGENCY REPAIR" clearly indicated. Should the Contractor be unable to fulfill the repair requirement within the given time set forth by the CDDR, City reserves the right to procure the service elsewhere.

- f) The work shall be completed on the same day of the notification, but not to exceed 24 hours from the time of arrival to the site. If work cannot be completed during the same day of the notification due to unavailability of material, Contractor shall get the system operational using temporary methods if possible. The Contractor shall order material within four (4) hours and shall receive material within 24 hours of the initial notification. The equipment shall be back to normal operations within 48 hours of the initial notification. If these requirements cannot be met, Contractor shall provide documentation to the CDDR for evaluation and a final completion date. The information shall be provided within two (2) hours from the time of arrival to the site.

4.19.6 Urgent Services – Corrective Repairs - Same service standards as emergency service calls apply with the exception of response time.

- a) Contractor shall acknowledge and provide a response to the CDDR's request within 15 minutes of the time the CDDR places the phone call or sends the email.
- b) Contractor technician shall be present and on-site at requested location, within two (2) hours of CDDR having placed the phone call or sent the email, regardless of the date, day or time (holidays, weekends or nights).
- c) **If an inspection reveals a problem exists in the equipment which is attributable to Contractor's lack of adherence to scheduled maintenance and quality controls, the total cost of the urgent service visit, including parts and labor, will be borne by Contractor, and no additional charge will be authorized by the City. If the repair is a corrective repair, then Contractor shall invoice the City based on labor rates and parts upcharge per Attachment B – Price Schedule.**
- d) The work shall be completed same day of the notification. If work cannot be completed during the same day of the notification due to materials, the work shall be completed, within seven (7) calendar days of receipt of notification. All requirements shall be identified within 24 hours of the notification. Material requirements shall be processed and ordered within 24 hours of receipt of notification. Material shall be received within three (3) days of receipt of notification. All work shall be completed within seven (7) calendar days after notification. If these requirements cannot be met, the contractor shall provide documentation to the CDDR for evaluation and final completion date. Should the Contractor be unable to fulfill the repair requirement within the given time set forth by the CDDR, City reserves the right to procure the service elsewhere.
- e) Contractor shall not begin any work that is beyond the scope of the Urgent Services herein unless specifically requested by the CDDR in writing, either by issuance of a purchase order or approval via CDDR's email. After the email, a purchase order will be provided within seven (7) working days. Contractor shall provide a quotation of the work to be performed with an estimated cost for repair within one business day for urgent service calls.

4.19.7 Routine Services – Corrective Repairs - Same service standards apply, as emergency and urgent calls, with the exception of response time.

- a) Contractor shall acknowledge and provide a response to the CDDR's request within 15 minutes of the time the CDDR places the phone call or sends the email.
- b) Contractor technician shall respond on site within 24 hours of receiving the notification during the week and holidays.
- c) **If an inspection reveals a problem exists in the equipment which is attributable to Contractor's lack of adherence to scheduled preventive maintenance and quality controls, the total cost of the routine service visit, including parts and labor, will be borne by Contractor, and no additional charge will be authorized by the City. If the repair is a corrective repair, then Contractor shall invoice the City based on labor rates and parts upcharge per Attachment B – Price Schedule.**
- d) Parts shall be charged at cost plus mark-up per price schedule. The Contractor shall provide copies of receipts for all parts and supplies to the designated representative with the service invoice.
- e) The work shall be completed same day of the notification. If work cannot be completed during the same day of the notification due to materials, the work shall be accomplished within 14 calendar days after identifying the material and other requirement. All requirements shall be identified within 24 hours of the notification. Material requirements shall be processed and ordered within 24 hours of receipt of notification. Material shall be received within seven (7) working days of the notification. All work shall be completed within 14 calendar days after notification. If these requirements cannot be met, the contractor shall provide documentation to the CDDR for evaluation and final completion date.
- f) Contractor shall not begin any work that is beyond the scope of the scheduled preventive maintenance specifications herein unless specifically requested by the CDDR in writing by issuance of a purchase order or approval via CDDR's email. After the email, a purchase order will be provided within seven (7) working days. Contractor shall provide a quotation of the work to be performed with an estimated cost for repair within 24 hours. Should the Contractor be unable to fulfill the repair requirement within the given time set forth by the CDDR, City reserves the right to procure the service elsewhere.

4.19.8 Call-Backs and Response Times: Call-backs are technician returns for inspections or repairs for incidents that City previously reported, and for which Contractor previously reported having completed on corrective repairs. Call-backs during normal working hours and/or after normal working hours are included in the price of this contract since the call-back (for a repair) had already been determined and charged to the City in the initial corrective repair call. Call-back is only for the repair which was not completed or repaired correctly the first time. Call-back service is included at no additional cost to City. Call back response time shall be in accordance with an emergency service call.

4.20 OUT OF SERVICE CREDITS

4.20.1 Whenever any equipment or related components are inoperable or malfunctioning for extended periods, substantial and intangible harm may accrue to the City, its citizens and patrons. The City may invoke service credits if this substandard condition exists for any of the following:

- a) Longer than the twenty-four (24)-hour required response time for a Routine Corrective Service Call; the 24-hour period begins when CDDR places the phone call or sends the email.
- b) Longer than the two (2) hour required response time for an Urgent Service Call; the two-hour period begins when CDDR places the phone call or sends the email.
- c) Longer than the one (1) hour required response time for an Emergency Service Call; the one-hour period begins when CDDR places the phone call or sends the email.

4.20.2 City may also invoke Service Credits if Contractor fails to: (a) complete Scheduled Maintenance Service within ten (10) calendar days of the originally scheduled maintenance date; (b) provide a quotation of the work to be performed with an estimated cost for repair within 24 hours of the request, or, in the case of Urgent or Emergency Requests, within the same day; (c) complete Routine Service requests within 14 calendar days after receipt of City's purchase order, if work cannot be completed during the same day of notification due to unavailability of materials; (d) complete Urgent Service requests within seven (7) calendar days after receipt of City's purchase order or notice to proceed by email if work cannot be completed during the same day of notification due to unavailability of materials; or (e) complete Emergency Service requests within 24 hours after receipt of City's purchase order or notice to proceed by email if work cannot be completed during the same day of notification due to unavailability of materials.

4.20.3 Scheduled service work that is not completed and results in an inoperable system is not cause for a waiver of the Service Credit.

4.20.4 The City may, at its discretion, instruct Contractor to perform this remedial maintenance at another specified time, in which case the service credit will not be invoked. The service credit does not apply to Force Majeure conditions, or when units are taken out of service to accomplish pre-planned, City approved activities.

4.20.5 The Service Credit is \$50.00 per hour or fraction of an hour, for each unit that malfunctions, until the situation is rectified. The situation is rectified when acceptable operation is verified by the CDDR.

4.20.6 The Service Credit is not invoked in those instances where inoperable systems are a result of an accident caused by others and not due to Contractor's error, lack of maintenance, negligence or failure to meet the response times indicated herein. Contractor is responsible for ensuring that the CDDR is made aware of these situations within 30 minutes of arrival.

4.20.7 The Service Credits apply to equipment and related components separately; therefore, simultaneous breakdowns of several units may invoke multiple Service Credits.

4.20.8 The CDDR shall be the final authority on whether or not a service credit is invoked. When a service credit has been invoked, Contractor shall calculate such service credits and include the deduction on the next invoice. Continual failures by Contractor to expedite work to correct malfunctions is cause for termination of the contract and the performance bond may be used to perform the required repairs.

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

4.20.10 Force Majeure. Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic or other national or regional emergency, act of God, governmental authority or the common enemy, or the result of war, riot, civil commotion, sovereign conduct or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then this

Out of Service Credit provision is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

4.21 CRIMINAL BACKGROUND CHECKS

4.21.1 Contractor is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. At minimum, Contractor's employee(s) must have an approved background check on file prior to accessing building and / or equipment.

4.21.2 Contractor shall remove an employee from service under this contract should Contractor become aware that the employee has been convicted of a crime.

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

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

4.22 EMERGENCY COOLING SERVICES

4.22.1 Upon request of SAFD facilities division or notification that HVAC services will not be restored within 24 hours, emergency cooling will be considered. It is the responsibility of the vendor to provide emergency cooling equivalent to or in excess of the tonnage of the malfunctioning HVAC unit. Residential stand alone or window units will not be utilized. Factors to consider will be number of units malfunctioning at the building, weather outside, and time until effective repair can be made. Emergency cooling services will be provided within 24 hours of requested service.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract or March 1, 2025, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. The contract shall terminate on February 29, 2028.

Renewals:

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

Temporary Short-Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed three (3) months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding, therefor.

Temporary Contract Pending Award of Contract by City Council.

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

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

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

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

Consumer Price Index (CPI).

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

The Base Price that is subject to price adjustment is the selling price shown on the original Price Schedule submitted by Vendor with its original bid.

The Consumer Price Index ("CPI") series that will be used to escalate the base payment is the Consumer Price Index for All Urban Consumers (CPI-U), US City average, not seasonally adjusted, Urban wage earners and clerical workers (Current Series); Series ID: CWUR0300SAS, Series Title: All Items in South urban, urban wage earners and clerical workers; Area: South; Item: All Items; Base Period: 1982-84=100.

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

Date for Price Adjustment. Prices may be adjusted annually after the Original Contract Term (the "Price Adjustment Date").

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

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

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

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

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

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

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

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

Limitation of Price Adjustment. In no event shall the aggregate of all price adjustments authorized herein for any given Line Item exceed 25% of the original base price for that Line Item. If the calculation results in an increased price that would exceed this limitation, the price adjustment shall be limited to a maximum price adjustment of 25% of the original base price.

Written Requests for Price Adjustments. City may initiate a price adjustment in the event of falling prices. City shall notify Vendor at least 60 days prior to the date the price adjustment is to take effect.

Internal / External Catalog.

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

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

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

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

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

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

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

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

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

Insurance

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

No later than 30 days before commencement of services, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Fire 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 Fire Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

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

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

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the Respondent claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a) Premises/Operations b) Products/Completed Operations c) Personal/Advertising Injury d) Contractual Liability e) Independent Contractors*	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.
4. Business Automobile Liability a) Owned/leased vehicles b) Non-owned vehicles c) Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
*If Applicable	

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

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply

with such requests within ten (10) days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio
ATTN: San Antonio Fire Department
P.O. Box 839966
San Antonio, TX 78283-3966

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

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- CONTRACTOR shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal, or materials change in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.

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

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

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

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

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

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

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 – SBEDA Ordinance Compliance Provisions AND 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 – Proposal Checklist

Exhibit I – HVAC Equipment List
Exhibit II – Filters List
Exhibit III – Exhaust Fan Checklist
Exhibit IV – HVAC Preventative Maintenance Checklist
Exhibit V – Life Cycle Report Form

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 meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days of the invoice.

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

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

Invoicing and Payment.

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

accounts.payable@sanantonio.gov

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

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

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

Information Required on Invoice.

All invoices must be in a form and content approved by the City. The City may require modification of invoices, if necessary, in order to satisfy the City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount.

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

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern. Unless otherwise provided in the Supplemental Terms and Conditions section of this document, all prices shown on the Price Schedule shall remain firm for the duration of the contract. Vendor's price stated on the Price Schedule shall be deemed a maximum price. Vendor may provide a lower price at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

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

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be must

be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this

Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.** In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

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

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

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

Records Retention.

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

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end

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

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

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

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

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

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

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

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or

relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

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

State Prohibitions on Contracts:

This section only applies to a contract that:

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

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

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

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

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

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

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

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

HEAT ILLNESS PREVENTION ORDINANCE 2023-08-31-0585

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

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

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

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

- a) Mandate at least a 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 DEFINITIONS

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

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

Alternate Proposal - two (2) or more proposals with substantive variations in the item or service offered from the same respondent in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the proposal has been accepted by the City.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contract - the binding legal agreement between the City and Vendor.

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

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

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

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

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

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

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

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

Performance Deposit - security provided by the Respondent to protect City against loss due to the Respondent’s inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow respondents to ask questions about the proposed contract and, particularly, the contract specifications.

Proposal - a complete, signed response to a solicitation. The term “proposal” is synonymous with the terms “offer” and “bid”.

Proposal Bond or Proposal Guarantee - security to ensure that Respondent (a) will not withdraw the proposal within the period specified for acceptance, and (b) will furnish any required bonds or performance guarantees, and any necessary insurance within the time specified in the solicitation.

Proposal Opening - a public meeting during which proposal responses are opened and the names of respondents are read aloud.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on the City’s standard purchase order form, and which is Vendor’s authority to deliver to and invoice the City for the goods or services specified in a RFCSP for the price stated in Vendor’s proposal.

Request for Competitive sealed Proposal (RFCSP) – a solicitation for a specified good or a service, evaluated on the basis of price and other factors.

Respondent - a person, firm or entity that submits a proposal in response to a solicitation. The respondent whose proposal is accepted by City may also be referred to herein as Respondent, Vendor or Supplier. The term “respondent” is synonymous with the term “bidder”.

Responsible Offeror - a respondent who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Offeror - a respondent who tenders a proposal which meets all requirements of the RFCSP and is a responsible offeror.

Sealed Proposal - a proposal submitted as a sealed document by a prescribed time to the location indicated in the RFCSP. The contents of the proposal will not be made public prior to the award of the contract.

Specifications - a description of what the City requires and what the respondent must offer, a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the Vendor’s obligations under the contract with City.

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

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

Waiver of Irregularity - noting but disregarding an immaterial variance within a proposal.

009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

- 1. Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two (2) or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID. If you are conducting business in Texas, it is likely you will have to register your business with the State Comptroller. Depending on the type of business you conduct, you may also be required to obtain a permit, collect and or pay tax, and file tax returns.)

DUNS NUMBER: _____

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

Business Structure: Check the box that indicates the business structure of the Respondent.

☐ Individual or Sole Proprietorship If checked, list Assumed Name, if any:

☐ Partnership

☐ Corporation; if checked, check one: ☐ For-Profit ☐ Nonprofit

Also, check one: ☐ Domestic ☐ Foreign

☐ Other; if checked list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

- 2. Contact Information:** List the one (1) person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ____ No ____

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

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

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

5. Where is the Respondent’s corporate headquarters located? _____

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

Yes ____ No ____ If “Yes”, respond to a and b below:

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

Years _____ Months _____

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

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

Yes ____ No ____ If “Yes”, respond to c and d below:

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

Years _____ Months _____

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

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

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

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

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

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

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

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? Yes ____ No ____
If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?
Yes ____ No ____ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?
Yes ____ No ____ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in their own name?
Yes ____ No ____ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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

REFERENCES

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

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND AND 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 Preferred Qualifications for HVAC work requested by this RFCSP to include the following:
 - a. List and describe three (3) HVAC maintenance and repairs contracts or projects performed over the past three (3) years. Include the company name, point of contact, phone number, description of services provided, date of service and size of facility.
 - 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 combined 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 dedicated to this contract.
 - e. Provide a list of technicians with an approved background check on file who will be assigned to work within City facilities.
2. Provide a list of HVAC equipment previously maintained that is of the type and grade to be maintained under this contract. Include the quantity of each unit, length of time for which services were provided, dates services were provided and name of owner of each HVAC unit. Respondent may include the same information pertaining to similar HVAC units for which Respondent has provided maintenance services. Respondent shall also provide, with response, a list of available personnel to perform work hereunder, including each person's qualifications.
3. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed at high visibility or similar 24/7/365 facilities over the past four (4) years. Identify associated results or impacts of the project/work performed. Indicate challenges and how they were met.
4. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
5. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project. 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.
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.

- 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. Provide for evaluation purposes, a resume of experience of the assigned foreman and service personnel.
8. 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) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.
2. **Ramp-Up Plan** – Describe how Respondent will ramp-up to meet the Preventive Maintenance and Repair of HVAC SAFD requirements to implement contract.
 - a. Respondent should provide Ramp-Up Plan to include their perceived challenges. Respondent should provide a plan on how they will address any challenges.
 - b. Indicate what the timeframes are for Respondents to be able to mobilize upon contract award.
3. **Staffing Plan** – Describe Respondent's Staffing Plan on providing HVAC services; include a job description for each position that is included in the Staffing Plan. Indicate which, if any, position(s), 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 process pertaining to staff scheduling.
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. 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).
 - a. Describe what type of equipment/reporting system will be utilized.
 - i. Provide a sample of the preventive maintenance report
 - ii. Provide a sample of life cycle report
 - b. Describe how the required response times for qualified personnel and equipment will be met for Emergency, Urgent, and Routine service calls:
 - i. Emergency response time– Call back within 15 minutes, on site within 60 minutes of notification.
 - ii. Urgent response time– Call back within 15 minutes, on site within two (2) hours of notification.
 - iii. Routine response time – Call back within 15 minutes, on site within 24 Hours of notification.
7. **Training Plan** – Describe training and instruction programs that Respondent will provide to its employees working on City projects. Describe how Respondent and individuals assigned will meet the solicitation requirements.

8. **Communication Plan** – Describe contract administration/communication procedures. Discuss lines of communications and interaction with City staff and others.
9. **Project Coordination Plan** – Provide detailed example of a scheduled preventive maintenance schedule for monthly, quarterly, semi-annual and annual equipment maintenance to be performed in accordance with recommended manufacturer and best practices of the trade. The example of the scheduled preventive maintenance schedule shall include, but shall not be limited to:
- a. Estimated time to complete the task: Please include estimated hours to perform quarterly preventive maintenance and estimated hours to perform semi-annual preventive maintenance.
 - b. Detailed description of the task.
 - c. Materials and tools needed.
 - d. Measurements to be taken.
 - e. Safety precautions and personal protective equipment (PPE) needed to perform the task.
 - f. Indicate specific information regarding the proper cleaning, maintenance and replacement frequency schedules for filters. Requirements must meet or exceed the manufacturers' recommendations as detailed in the maintenance and operation manuals for the particular unit being serviced.
 - g. Indicate specific information regarding the proper cleaning, maintenance and replacement frequency schedules for coils. Requirements must meet or exceed the manufacturers' recommendations as detailed in the maintenance and operation manuals for the particular unit being serviced.
 - h. Provide a plan to conduct a full analysis of the current equipment on an annual basis. The plan shall evaluate investment schedules and constraints to equipment. Contractor shall provide the first plan within 45 days of contract award. Provide life cycle assessment sample.
10. **Equipment** – Respondent shall provide an equipment list, or plan to access equipment to maintain HVAC units throughout the City. Rental or access to scissor lift platform or other lifting equipment for reaching units in high places is Contractor's responsibility and expense. Respondent shall provide supply chain information, such as inventory stock levels and supply chain suppliers. Timelines for the acquisition of repair parts and equipment.
11. **Heat Safety Plan** – Respondent shall provide a Heat Safety Plan. Said plan must address all aspects of the Respondent's heat safety procedures as required under the City's Heat Illness Prevention Ordinance 2023-08-31-0585.
12. Contractor shall provide a company contact and phone number for all inquiries from the City if awarded this contract:

Name: _____

Title: _____

Office Phone: _____

Cell Phone: _____

Fax #: _____

Email: _____

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

RFCSP ATTACHMENT B

PRICE SCHEDULE

(Posted as a separate Excel documents.)

RFCSP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded and completed electronically at:
<https://webapp1.sanantonio.gov/ContractsDisclosure/>

Click on the “Print” button at the bottom of the page and place a copy in your proposal response as indicated in the Proposal Checklist.

For more information on Ethics Code and Disclosures, please visit:
<https://www.sa.gov/Directory/Departments/OCC/Ethics>.

For more information on updates to the Ethics Code and Municipal Campaign Finance Code, approved by City Council on May 2, 2024 and effective on October 1, 2024, please visit:
<https://www.sa.gov/Directory/Departments/OCC/Ethics/Revisions>. Resources are available to include Vendor Frequently Asked Questions (FAQs) with key changes and compliance requirements for vendors working with the City, including non-profit organizations.

RFCSP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ____ No ____

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

Yes ____ No ____

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

Yes ____ No ____

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

RFCSP ATTACHMENT E

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

AND

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

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

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

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

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

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

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

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

RFCSP ATTACHMENT H

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
*General Information Form and three (3) Reference Letters RFCSP Attachment A Part One	
Experience, Background and 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 Subcontractor/Supplier Utilization Plan RFCSP Attachment E; and Associated Certificates, if applicable	
+Veteran-Owned Small Business Program Tracking Form RFCSP Attachment F	
+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	
+*Signature Page RFCSP Section 007	
Proposal Checklist RFCSP Attachment H	
+ Signed Addenda, if applicable.	
One (1) COMPLETE electronic copy.	

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

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

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

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

RFCSP EXHIBIT I

HVAC EQUIPMENT LIST

(Posted as a separate document.)

RFCSP EXHIBIT II

FILTERS LIST

(Posted as a separate document.)

RFCSP EXHIBIT III

EXHAUST FAN CHECKLIST

(Posted as a separate document.)

RFCSP EXHIBIT IV

HVAC PREVENTATIVE MAINTENANCE CHECKLIST

(Posted as a separate document.)

RFCSP EXHIBIT V

LIFE CYCLE REPORT FORM

(Posted as a separate document.)



ADDENDUM I

SUBJECT: Annual Contract for San Antonio Fire Department Preventative Maintenance and Repairs of HVAC Systems, (RFCSP 24-154, 6100018354), Scheduled to Close: Tuesday, January 28, 2025; Date of Issue: Wednesday, December 11, 2024

FROM: Stacey L. Czachor, NIGP-CPP, CPPB
Procurement Administrator

DATE: January 16, 2025

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

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 007, PRE-SUBMITTAL CONFERENCE:

On Monday, January 6, 2025, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the Annual Contract for San Antonio Fire Department Preventative Maintenance and Repairs of HVAC Systems. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

Question 1: Does this solicitation have VOSB requirements?

Response: There are no VOSB requirements on this solicitation. Respondents are asked to submit the VOSB tracking form with their response.

Question 2: Is there anything required for vendors to bring to the Site Visits?

Response: No, there is nothing required.

Question 3: Are filters part of this contract?

Response: No, filters are not part of this contract.

Question 4: Are exhaust fans part of this contract?

Response: Yes, the interior exhaust fans are included. Exhaust fans related to the kitchen and/or bay exhaust systems are not included and are on separate agreements.

Question 5: Regarding the 230 S. Callaghan location, the solicitation states this location has a chiller, but no chiller is listed on the Equipment List. Will vendors be able to walk this site during the visit?

Response: On this contract, only the rear portable building and burn building control room will be included. Neither of these buildings utilize chiller systems. The main campus building that has the chiller is on a separate agreement and will not be serviced by this one.

Question 6: Several sites listed in the solicitation and their respective equipment do not match the equipment lists. Will the awarded vendor be able to align the sites?

Response: Yes, the awarded vendor will be able to align the sites.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS ON COMMUNICATION:

Question 7: Are belts part of this contract?

Response: Yes, belts are part of this contract.

Question 8: Is make-up air part of this contract?

Response: If it is related to a kitchen system, no. If there are other air make-ups as part of the HVAC system that I am not aware of then, yes.

Question 9: Is the City using RSMeans?

Response: Yes, an RSMeans quote is required for every single quote and will not be processed otherwise.

Question 10: Are window-mounted air conditioning units a part of this contract?

Response: Yes, but only to ensure functionality. No cleaning or maintenance required. Only Friedrich units will be considered for repair. All other brand units will be replaced upon failure.

Question 11: Are bay heaters part of this contract?

Response: Yes, bay heaters are a part of this contract.

Question 12: Is there a timeframe to complete each quarterly PM for all pieces of equipment? Will the vendor have to complete within a week or two? Or, if it's done quarterly is fine?

Response: Quarterly preventative maintenance for all equipment must be completed within a month. Any deviation will need to be communicated to our facilities team. We have some flexibility depending on the season and weather conditions.

Question 13: Regarding Station #2 per the Equipment List, there are six (6) condensers, two (2) furnaces and a mini split. Do the furnaces match to any of the listed condensers? Are they separate systems and condensers not listed? Or is this nine (9) systems in total?

Response: Unknown, but I suspect that they are linked. I believe that there are six (6) units in total. We do not typically have separate furnaces in our newer fire stations. The mini split is part of the I.T. room and will not be covered on this contract.

Question 14: Regarding Station #7 per the Equipment List, there are only seven (7) condensers listed. Can the vendor just quote four (4) complete systems?

Response: Yes, this can be quoted as four (4) complete systems.

Question 15: In reference to licenses and certifications, is a State of Texas Class A License AND a City of San Antonio Heating and Air Conditioning Mechanical License required, or is it one OR the other?

Response: Both are required, and I believe the City of San Antonio licensure requires a State of Texas license before being able to register.

Question 16: Would you please post the bidder list?

Response: The names of responding bidders will be announced at the proposal opening on Tuesday, January 28, 2025, at 11:30 a.m., Central Time. The call-in details can be found in the solicitation on page 10, Proposal Opening.

Question 17: Who is the incumbent? Could you provide the name of the company and amount of award?

Response: SAFD previously utilized the citywide contract and Republic HVAC was the awardee. The citywide contract expired about 2 years ago and the SAFD split off to create its own contract. I am unable to calculate the award amount from that contract as it was used by many departments within the City of San Antonio.

Question 18: Can you please define what is meant by "Emergency Cooling Services" as detailed on the Price Schedule under Section 6: Emergency Cooling Services?

Response: Each company needs to make their best determination based on conditions at each station, as to how to provide emergency cooling. What we need is for the station to be able to maintain a temperature of 76 degrees or below during the hot summer months or 65 or above during winter months. Some companies have their own portable HVAC units, while others utilize a third-party. It can be done using our electrical system if minor modifications are needed, or it may be a trailer mount system that feeds into an open doorway or window. Our firefighters are unable to leave the fire station during HVAC failure and need cooler temperatures to maintain personal hydration during duty, especially when called upon to address a fire.

Stacey L. Czachor

Stacey Czachor, NIGP-CPP, CPPB Procurement
Administrator
Finance Department - Procurement Division



ADDENDUM II

SUBJECT: Annual Contract for San Antonio Fire Department Preventative Maintenance and Repairs of HVAC Systems, (RFCSP 24-154, 6100018354), Scheduled to Close: Tuesday, January 28, 2025; Date of Issue: Wednesday, December 11, 2024

FROM: Stacey L. Czachor, NIGP-CPP, CPPB
Procurement Manager

DATE: January 22, 2025

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

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS OF COMMUNICATION:

The following question and answer is a follow-up to Question/Response #15 on Addendum I (dated January 16, 2025) for the Annual Contract for San Antonio Fire Department Preventative Maintenance and Repairs of HVAC Systems. The City's official response to the question asked is as follows:

Question 1: We currently possess a Class B license and San Antonio Mechanical License. Nothing we viewed exceeds the Class B license requirements, which is what we were asking. If Class A is required, we would have to pass, but Class B seems to be sufficient to address all the equipment needs and requirements. Can we get clarity on this please?

Response: The licensing requirements will need to be a Class A. We have one (1) chiller unit that is above the 25-ton limit for Class B.

Stacey L. Czachor

Stacey L. Czachor, NIGP-CPP, CPPB
Procurement Manager
Finance Department - Procurement Division



ADDENDUM III

SUBJECT: Annual Contract for Preventative Maintenance and Repairs of HVAC Systems for SAFD, (RFCSP 24-154, 6100018354), Scheduled to Close: Tuesday, January 28, 2025; Date of Issue: Wednesday, December 11, 2024

FROM: Stacey L. Czachor, NIGP-CPP, CPPB
Procurement Manager

DATE: January 27, 2025

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

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

- 1. MODIFY: The submission deadline has hereby been extended to TUESDAY, February 4, 2025, at 11:00 a.m., Central Time.**

Stacey L. Czachor

Stacey L. Czachor, NIGP-CPP, CPPB
Procurement Manager
Finance Department - Procurement Division