



CITY OF SAN ANTONIO
FINANCE DEPARTMENT, PURCHASING DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100016928; 23-099

**ANNUAL CONTRACT FOR COOLING TOWER MAINTENANCE, INSPECTIONS,
CLEANING, & REPAIR SERVICES**

Date Issued: July 7, 2023

**PROPOSALS MUST BE RECEIVED NO LATER THAN:
2:00 PM, CENTRAL TIME, AUGUST 14, 2023**

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

Response submissions will only be accepted electronically

Proposal Due Date: 2:00 p.m., Central Time, August 7, 2023

RFCSP No.: 6100016928; 23-099

Proposal Bond: Yes Performance Bond: Yes Payment Bond: No Other: N/A

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: No DBE / ACDBE Requirements: N/A

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

Pre-Proposal Conference * YES

*If YES, the Pre-Proposal conference will be held on July 17, 2023, at 10:00 A.M. via conference call. Respondents may call the toll-free number listed below and enter the access code to participate on the day of the conference.

Dial-In Number: 1-415-655-0001

Access Code: 2632 051 0419

Meeting Password: COSA23

Join from the meeting link

<https://sanantonio.webex.com/sanantonio/j.php?MTID=mbaa2a87cd28d7ebe8294e7b55b11a4d6>

Staff Contact Person: Stephanie Nouman, Procurement Specialist III, stephanie.nouman@sanantonio.gov

RESTRICTIONS ON COMMUNICATIONS

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

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

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

For additional information, see the section of this RFCSP entitled "Restrictions on Communication".

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS	3
003 - INSTRUCTIONS FOR RESPONDENTS	4
004 - SPECIFICATIONS / SCOPE OF SERVICES.....	13
005 - SUPPLEMENTAL TERMS & CONDITIONS	51
006 - GENERAL TERMS & CONDITIONS.....	57
007 - SIGNATURE PAGE.....	65
008 - STANDARD DEFINITION	66
009 - ATTACHMENTS.....	68

003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals. Respondents must submit proposals electronically.

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

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

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

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

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

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

Respondents shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in any of the following formats: paper copy, flash drive, or CD ROM. Catalogs shall be mailed to the Finance Department, Purchasing Division, P.O. Box 839966, San Antonio, Texas 78283-3966 prior to bid opening. Bidder shall submit a PDF file for proposals submitted electronically.

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

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

Restrictions on Communication.

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the

City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an “A” session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council “A” session.

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

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before **Wednesday, July 19, 2023, by 4:00 pm**. Questions received after the stated deadline will not be answered. Questions submitted and City’s responses will be posted with this solicitation. All questions shall be sent by e-mail.

Stephanie Nouman, Procurement Specialist III
City of San Antonio, Building and Equipment Services Department
Stephanie.nouman@sanantonio.gov

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at SBEDAdocs@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.* 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, anticipated City Council agenda date, and a review of the solicitation process.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Respondents are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. Pre-Submittal Conference participation is optional, but highly encouraged.

Call the Staff Contact Person for information to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

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

Changes to RFCSP.

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

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

Preparation of Proposals.

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

Proposal Format. Websites or URLs shall not be submitted in lieu of the electronic submission through City's portal. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP Section 003, Part B, Submission Requirements, and each section and attachment must be indexed in a Table of Contents page. For electronic submissions, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

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

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

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

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

Description of Supplies.

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

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

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

Samples, Demonstrations and Pre-award Testing. If requested by City, Respondent shall provide product samples, demonstrations, and/or testing of items proposed to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 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 2:30 P.M. 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): 2630 003 5297

Meeting password: COSA

Meeting Link: <https://sanantonio.webex.com/sanantonio/j.php?MTID=ma673c6c7d0d45e4f617220d952b17be0>

Evaluation and Award of Contract.

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

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

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

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

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

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

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

State of Texas Conflict of Interest.

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

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

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

<https://www.ethics.state.tx.us/forms/conflict/>

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

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

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

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

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

PART B

SUBMISSION REQUIREMENTS

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

Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint ventures 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.

TABLE OF CONTENTS

EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

GENERAL INFORMATION FORM. Use the Form found in this RFCSP as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFCSP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFCSP as Attachment A, Part Three.

PRICE SCHEDULE. Use the Price Schedule that is found in this RFCSP as Attachment B.

CONTRACTS DISCLOSURE FORM. Complete and submit a Contracts Disclosure Form with the proposal as Attachment C. The Contracts Disclosure Form may be downloaded at:

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

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295).

Complete and submit the Certificate of Interested Parties (Form 1295) found in the link below and in this RFCSP as Attachment E. Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295. 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>

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

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

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

Print your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert “City of San Antonio”. Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g., IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

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

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

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

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

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

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

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

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

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 H.

PROPOSAL BOND. Submit proposal bond in the amount of \$10,000.00. For electronic submissions, Respondent must provide the original Proposal Bond to the **City of San Antonio Finance Department, Procurement Division, [Annual Contract for Cooling Tower Maintenance, Inspection, Cleaning, and Repair Service; RFCSP 23-099; 6100016928], P.O. Box 839966, San Antonio, Texas 78283-3966 or City of San Antonio Finance Department, Procurement Division, [Annual Contract for Cooling Tower Maintenance, Inspection, Cleaning and Repair Service; RFCSP 23-099; 6100016928], 100 West Houston St., Print & Mail Center, San Antonio, Texas 78205** prior to bid opening. Respondent shall include a copy of the Proposal with the Respondent’s electronic submission through the SAePS Portal.

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

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 N.

ADDENDA. Sign and submit addenda, if any.

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

EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. The City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. The selection committee may select respondents who are judged to be reasonably qualified for interviews, depending on whether further

information is needed. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation Criteria:

- A. Experience, Background, Qualifications **(45 points)**
- B. Proposed Plan **(35 points)**
- C. Price **(20 points)**

004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1 SCOPE:** The City of San Antonio is soliciting proposals for a Contractor to provide maintenance, inspections, repairs, and cleaning services of various types and sizes of cooling towers to include furnishing the necessary labor, materials, service equipment, tools, transportation, and methods of communication, supervision, service reports, and supplies. The cooling towers and support equipment shall be referred to herein as "Equipment". The cleaning services required consist of, but are not limited to providing a cleaning service plan for each cooling tower that includes thorough cleaning of the cooling towers to remove scaling, bio-deposits, biological growth, debris, sediment, sludge, etc. Also, perform cleaning services of the existing fill material, vertical and horizontal support members and cells, isolation of the cooling tower(s), testing the cooling tower water for pH and disinfectant level(s) after cleaning, re-sealing any identified compromised seams with manufacturer approved cooling tower grade caulking, and providing service report(s) that shall include the cleaning certifications.

The maintenance services required consist of, but are not limited to: Scheduled Preventive Maintenance, testing and Other Repair Services for City's cooling towers and cooling tower supporting Equipment. The cooling towers Scheduled Preventive Maintenance services shall consist of, but are not limited to the following: isolation of the cooling tower; inspecting and replacing the drive belts if necessary; lubricating bearings on fan motors inspecting the fan blades and noting any deficiencies; inspecting the fill material and associated support brackets; inspecting and testing the make-up water valves for proper operation; inspecting the basin drain and associated piping; inspecting the overflow drain. Scheduled Maintenance services, inspections, adjustments, testing and replacement of Parts and/or components as herein specified are required for all Equipment covered under this contract and cooling tower components in accordance with the specifications listed herein.

These services are required to preserve the safety, reliability and functionality of the Equipment at the various City Facilities throughout San Antonio, TX. The Contractor's prices submitted on Attachment B, Price Schedule, *Annual Maintenance Services* and semiannual *Cleaning Services* (Scheduled Maintenance), are for the total annual costs to perform Annual Maintenance Services and the semiannual Cleaning Services. These amounts shall include all Parts and/or components and labor necessary to provide Scheduled Maintenance and to replace any part and/or component that may be worn from normal wear and tear to prevent from having to service the Equipment at a later date (the Parts included in the Scheduled Maintenance service are listed in Section 4.9). The contractor's prices submitted on Attachment B, Price Schedule, *Total Price For Spring Service Per Location* and *Total Price For Fall Service Per Location* shall include all parts and components, chemicals, miscellaneous supplies, and labor necessary to provide cleaning and maintenance services (the parts included in the Scheduled Maintenance services are listed in Section 4.10). Contractor shall perform work as per the manufacturer's requirements and per Local, State, and Federal codes; and the specifications/scope of services contained herein.

4.2 PROOF OF LICENSING AND CAPABILITY:

- 4.2.1 Contractor Qualifications:** Contractor shall provide same qualification documentation listed below, as it pertains to each Supervisor, Technician, Helper, Subcontractor, and any other "Employee" who will perform services under this contract.

4.2.1.1 Contractor shall furnish evidence satisfactory to the City specifically demonstrating that the management of the firm has, in the past, satisfactorily performed the work required herein.

4.2.1.2 It is preferred that Contractor is an approved or accredited servicing agent for any of the major manufacturers of cooling towers. If Contractor has such accreditation, Contractor shall provide documentation certifying such accreditation with its proposal. Alternatively, Contractor shall submit a letter, with its proposal, certifying that it is qualified to meet the requirements of the specifications/scope of work, including specific support for Contractor's assertions. The manufacturer's certification or Contractor's letter shall validate, to City's satisfaction, the Contractor's capability to perform the services required by these specifications/scope of work.

4.2.1.2.1 Contractor shall provide certification or documentation that the Contractor meets the license requirements of the State of Texas for the Equipment referenced herein. Alternatively, Contractor shall submit a letter, with the proposal, certifying that Contractor is qualified to meet the requirements of the specifications/scope of services, including specific support for Contractor's assertions. The license or Contractor's letter shall validate, to the City's satisfaction that the Contractor is capable of performing the services required by this RFCSP.

4.2.1.2.2 Contractor shall hold all proper and current licenses, insurances, and bonds.

4.2.1.2.3 Contractor shall be in good financial standing, not in any form of bankruptcy, current in payment of taxes and fees, such as state franchise fees.

4.2.1.3 Contractor shall provide certification that shows the Contractor meets the requirements of the Federal and State of Texas Insecticide, Fungicide, and Rodenticide ACT (FIFRA), if such chemicals are used by the Contractor to complete the scope of services contained herein.

4.2.2 Supervisor and Technician Qualifications:

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

4.2.2.2 All of Contractor's technicians performing work on the Equipment shall have a minimum of ten (10) years of experience performing maintenance and cleaning of cooling towers. Contractor shall supply documentation to confirm this amount of actual experience.

4.2.2.3 Supervisors and Technicians shall be certified as per federal, code, state, and local regulations for related work tasks.

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

4.2.2.5 Contractor shall provide documentation that the technicians have the required safety training for the work environment and chemical usage.

4.2.2.6 Contractor shall provide certification or documentation that the technician performing Scheduled Maintenance and Other Service calls meets the requirements of North American Technician Excellence, HVAC Excellence, the National Occupational Competency Testing Institute, the Refrigeration Service Engineers Society and/or comparable requirements of other organizations. The certifications shall validate, to City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.

4.2.2.7 Supervisors and Technicians shall be certified to work with chemicals used during the cooling tower cleaning process. Alternatively, Contractor shall provide a letter certifying the qualifications, and specific chemicals shall be referenced with submittal of documentation.

4.2.2.8 Supervisors and Technicians shall be certified or trained for the collection and testing of water samples, which are to be taken after cleaning of the cooling towers is completed.

4.2.2.9 Contractor shall provide documentation that supervisors and technicians have the required safety training for the work environment and chemical usage required to perform all services contained in this RFCSP. Safety training information shall consist of, but is not limited to:

4.2.2.9.1 Basic OSHA Training

4.2.2.9.2 Respiratory Fit Test Training

4.2.2.9.3 Tools and Equipment

4.2.2.9.4 Chemical Safety

- 4.2.2.9.5 Hazardous Conditions
- 4.2.2.9.6 Personal Protective Equipment (PPE)
- 4.2.2.9.7 Confined Space Entry
- 4.2.2.9.8 Lockout/Tagout

4.2.3 Helper Qualifications:

4.2.3.1 A Helper can be used to support a qualified technician. Contractor shall ensure that one qualified technician or supervisor shall be with the helper while at any City location at all times. The qualified technician or supervisor shall be responsible for the Annual Maintenance Services, Cleaning Service and Other Services at each location.

4.2.3.2 Contractor shall provide documentation that the helper(s) have the required safety training for the work environment and chemical usage required to perform all services required by this RFCSP. Safety training information shall consist of, but is not limited to:

- 4.2.3.2.1 Basic OSHA Training
- 4.2.3.2.2 Respiratory Fit Test Training
- 4.2.3.2.3 Tools and Equipment
- 4.2.3.2.4 Chemical Safety
- 4.2.3.2.5 Hazardous Conditions
- 4.2.3.2.6 Personal Protective Equipment (PPE)
- 4.2.3.2.7 Confined Space Entry

4.3 DEFINITIONS: Whenever a term defined by the Uniform Commercial Code (UCC), as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this contract. In addition to the Standard Definitions found in Section 008 of this RFCSP, and for the purpose of this solicitation, the following definitions shall apply:

1. **NACE:** National Association of Corrosion Engineers
2. **BESD:** City's Building and Equipment Services Department.
3. **City Designated Departmental Representative (CDDR):** The facilities maintenance manager or coordinator for the respective City department.
4. **Equipment:** The cooling tower and supporting Equipment as required by this solicitation.
5. **Helper:** A person that is part of an apprentice program that is recognized by manufacturer or other industry recognized organizations. If a helper is used, the helper is under direct supervision of the qualified technician. A helper cannot be on site without a qualified technician. The helper shall be in a registered apprenticeship program per Department of Labor and the National Apprenticeship Act or other industry recognized organization.
6. **Holidays:** Holidays are defined as City recognized holidays as published on the City's web site at <http://www.sanantonio.gov/Commpta/holidaysandclosures>.
7. **ID Badges:** Identification badges.
8. **Materials/Parts:** Material includes, but is not limited to parts, chemicals, instruments and other goods used to perform the requirements in this solicitation
9. **NACE:** National Association of Corrosion Engineers
10. **NFPA:** National Fire Protection Association
11. **NETA:** International Electrical Testing Association.
12. **Scheduled Maintenance**
 - a. **Scheduled Maintenance:** Regular preventive maintenance required by codes and the manufacturer's standards. Scheduled Maintenance is work that is periodically performed on Equipment for the purpose of

maintaining Equipment in satisfactory operating condition and to lessen the likelihood of it failing. Scheduled Maintenance is performed while the Equipment is functioning or by temporarily placing the Equipment out of service, so that it does not break down unexpectedly. Scheduled Maintenance involves systematic inspection, detection, prevention, and correction of incipient failures, before they become actual or major failures. Scheduled Maintenance tasks are performed specifically to prevent failures from occurring. These tasks shall consist of but are not limited to inspections, tests, measurements, adjustments, lubrication, replacement of Parts and/or components, cleaning, etc. Scheduled Maintenance is performed specifically to prevent failures from occurring. It is designed to preserve and restore Equipment reliability by replacing worn, fatigued and/or damaged Parts and/or components before they actually fail. In addition, it includes detailed record keeping and data analysis to avoid Equipment deterioration, so worn, fatigued and/or damaged Parts and/or components can be replaced or serviced before they cause system failures. Service necessitated by normal wear and tear shall be included in Scheduled Maintenance.

- i. All costs associated with Scheduled Maintenance, including, but not limited to: Parts, and/or components, drive belts, lubricants and chemicals, are included in the *Total Annual Cost to Perform Annual Maintenance Service* and *Cleaning Services* shown on Attachment B, Price Schedule. Scheduled Maintenance does not include the total replacement of a system, nor does it include work to install and test Equipment in new construction. Contractor shall perform the preventive maintenance work described herein for the prices stated on the price schedule.
- ii. The intent of this specification/scope of work is to maintain the Equipment to industry standards and "industry best" condition by having an effective and efficient, Scheduled Maintenance program; thereby, preserving and maintaining the condition, appearance, and performance of the Equipment in keeping with its design and operational standards. The purpose of the program specified herein is to provide the following:
 1. Safe, consistent, and reliable operations
 2. Maximum operational performance (efficiency)
 3. Maximum beneficial usage (effectiveness – energy and water conservation)
 4. Maximum life cycle (prolonging its usable "life")
 5. Protecting the Equipment against deposition (scale), corrosion, and biological growths (fouling and microbiological growth)

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

- a. Other service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed and/or abnormal operating cooling tower system can be restored to its normal operating state. However, service calls necessitated by normal wear and tear are NOT considered Other Services and shall be part of the Scheduled Maintenance services.
- b. **Other Service call:** Service work goes beyond the Scheduled Maintenance and is usually performed to return Equipment or systems to proper functionality, rather than to keep it operating. Other service work for City's Equipment can only be performed with written City approval. If requested by the CDDR, Contractor shall provide a quote, using the hourly rates established on the Price Schedule, for the Other Services/Repairs. Parts and/or components supplied for Other Services/Repairs will be paid to Contractor in accordance with the percentage markup indicated on the price schedule. **Quoted Prices for Parts and/or other components shall be submitted on percentage of Contractor cost.** Contractor shall only proceed with the additional work after receipt of a purchase order issued by the City or as provided herein. The City will not pay for any unauthorized Parts or labor charges. **Evidence of said costs shall be submitted with invoice for each service call.** 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 OTHER SERVICE (Select one: Emergency, Urgent, or Routine) indicated thereon. **Proof of costs shall be printed, properly identified and dated and submitted with the invoice.** For Other Service calls exceeding \$5,000.00, City reserves the right to obtain quotes from other parties. This contract shall not be considered exclusive with regard to Major Service calls; however, this non-exclusivity shall not relieve Contractor from its obligation to provide a quote and perform Major Service work hereunder, if requested by City.

- i. Minor Service calls shall constitute Other Service calls that cost \$5,000.00 or less. Minor service calls require the CDDR's written approval or verbal approval before initiating work.
 - ii. Major Service calls shall constitute Other Service calls exceeding \$5,000.00 in cost. A Purchase Order must be issued before performing Major Service work on any Equipment.
 - iii. Contractor shall submit an estimate prior to performing any service calls. The estimate shall include a comparison between repairing and replacing the item(s). Contractor will clearly annotate any item(s) where the cost of the service call is equal to or greater than seventy-five percent (75%) of the price of a new item(s).
 - iv. If Contractor offers an extended warranty, the City reserves the right to purchase the extended warranty before the service warranty expires (within one year of the completion of the service call). The Contractor shall identify the extended warranty in the quote and it shall be listed as a separate item from the service call.
- c. Routine Service calls: service calls outside the Scheduled Maintenance and:
 - i. Routine Service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed Equipment and/or abnormal Equipment operations can be restored to its normal operating state. However, if these types of service calls are necessitated by normal wear and tear, they are NOT considered Routine Service calls and no additional cost shall be billed to City. Normal wear and tear items shall be included in the Scheduled Maintenance service as defined by the specification.
 - ii. The CDDR or designee may request Routine Service calls for any location listed herein.
- d. Urgent Service calls: service calls outside the Scheduled Maintenance and:
 - i. Urgent Service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed Equipment and/or abnormal Equipment operations can be restored to its normal operating state. However, if these types of service calls are necessitated by normal wear and tear, they are NOT considered Urgent Service calls and no additional cost shall be billed to City. Normal wear and tear items shall be included in the Scheduled Maintenance service as define by the specification.
 - ii. Urgent Service calls are not an emergency but can become an emergency.
 - iii. The CDDR or designee may request Urgent Service calls for any location listed herein.
- e. Emergency Service calls: service calls outside the Scheduled Maintenance and:
 - i. An Emergency Service call is any condition that can potentially impact the health, safety and welfare of City employees and the public as determined solely by the City. The City will identify Emergency Service calls at the time of notification.
 - ii. Emergency Service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed Equipment and/or abnormal Equipment operations can be restored to its normal operating state. However, if these types of service calls are necessitated by normal wear and tear, they are NOT considered Emergency Service calls and no additional cost shall be billed to City. Normal wear and tear items shall be included in the Scheduled Maintenance service as defined by the specification.
 - iii. The CDDR or designee may request Emergency Service calls for any location listed herein.
- f. Other work required to make the Equipment operational.
- g. Call backs – Call backs are returns for inspections or service for an incident that City previously requested, and for which Contractor previously reported having completed the services. Call-back service is included at no additional cost to City. Call back response time shall be in accordance with an Emergency Service call.

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

National Association of Corrosion Engineers (NACE)	
Publication 1	Cooling Water Treatment Manual

Cooling Technology Institute (CTI)	
CTI Standard	Standard for the Certification of Water Cooling Tower Thermal Performance
CTI ATC 105	Acceptance Test Code
International Building Code	
IBC	International Building Code
IMC	International Mechanical Code
IPC	International Plumbing Code
IEBC	International Existing Building Code
National Fire Protection Association (NFPA)	
NFPA 70	National Electrical Code
NFPA 101	Life Safety Code
NFPA 214	Standard on Water-Cooling Towers
Other	
OSHA	Occupational Safety and Health Administration (OSHA) Standards
OSHA	OSHA Technical Manual Section III Chapter 7
CFR 29	Code of Federal Regulation (CFR) Title 29 Part 1910.1200 Hazard Communication
Ordinance 100322	Water Conservation Ordinance
ANSI 188	Legionellosis Risk Management for Building Water System
ISO 9001	Quality Management
AWT	Legionella 2003: An Update and Statement by the Association of Water Technologies
NIOSH	National Institute for Occupational Safety and Health (NIOSH) Guide to Industrial Respirator Protection

4.5 MATERIALS:

- 4.5.1** Materials shall be in current production, as offered to commercial trades, and shall be of top quality. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE.
- 4.5.2** Any Materials, components and/or Parts used in complying with the contract shall be equal to or better than original Equipment and meet the manufacturers' requirements.
- 4.5.3** Specified Materials, components and/or Parts and Equipment shall be standard products of a manufacturer regularly engaged in the manufacture of such products. Specified Equipment shall essentially duplicate Equipment that has performed satisfactorily for at least two (2) years prior to bid opening. Standard products shall have been in satisfactory commercial or industrial use for two (2) years prior to bid opening. The 2-year requirement shall include applications of Equipment and Materials under similar circumstances and used for projects of similar size. The product shall have been for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the two-year (2) period.
- 4.5.4** The contractor is responsible for chemicals, materials and cleaning equipment in accordance with the specifications listed herein and for all Equipment required in the performance of this contract.
- 4.5.5** Contractor is responsible for all testing Equipment that is used to perform the requirements of the specifications/scope of work.
- 4.5.6 MATERIAL PERFORMANCE REQUIREMENTS:**
- 4.5.6.1** The burden of ascertaining product/performance equality of proposed substitutions from those items specified is to be borne by Contractor. Product substitutions will be accepted for review by the City. If data provided by Contractor is deemed inadequate to make a determination as to the equality of the proposed substitute, without additional research by the City, it will be rejected. Approval by the City shall not relieve Contractor from responsibility for any errors or omissions, nor from responsibility for complying with the requirements of this solicitation, except with respect to variations described and approved by the City.
- 4.5.6.2** The Materials required for this solicitation shall meet or exceed the American Society for Testing and Materials (ASTM), Underwriters Laboratories (UL), American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), Manufacturer's standards, and/or other code recognized agency as required by the national, state and local codes.

4.5.6.3 Chemicals or Materials used in the contract shall meet industry, environmental, and ASTM standards.

4.5.6.4 Instruments used to perform the requirements of the specification/scope of work shall meet industry standards, ASTM calibration standards and/or other accepted standards by CDDR.

4.6 SITE INSPECTIONS:

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

4.6.2 Respondent is encouraged to visit each of the service locations to become familiar with the amount of labor, Materials, and Equipment that shall be required in the performance of the work under this contract PRIOR to placing a bid and will be held to the prices bid on the Price Schedule. Respondent shall carefully examine these specifications and, if necessary, secure from the City any additional information that may be a requisite to a clear and full understanding of the work. Respondents shall submit all questions in writing to stephanie.nouman@sanantonio.gov by the deadline stated in Section 003 – Instructions for Respondents, Part A, Restrictions on Communications. City's official response to questions will be addressed via an addendum.

4.7 SERVICE LOCATIONS:

4.7.1 The locations included on this service agreement, include the service locations as indicated below. Additional information on the Equipment is listed in Attachment K – Equipment List and Attachment L – Equipment Photos.

1. Municipal Plaza Building
114 W. Commerce St., San Antonio, Texas
2. Municipal Courts (Frank D. Wing) Building
401 S. Frio St., San Antonio, Texas
3. Public Safety Headquarters (PSHQ)
315 S Santa Rosa Ave., San Antonio, Texas
4. International Center
203 S. Saint Mary's St., San Antonio, Texas
5. City Tower
100 W. Houston St., San Antonio, Texas

4.7.2 The City of San Antonio reserves the right to delete or add equipment and locations for Annual Maintenance Services, Cleaning Services, and Other Services during this contract period. If a location is deleted from the Contract, the corresponding location fee will be removed from the Price Schedule. If Equipment is added to an existing location, or a new location is added to the contract, City shall pay Contractor in accordance with the price stated in Attachment B - Price Schedule for added Equipment. The City will issue a change order to the contract to implement the change.

4.8 CONTRACTOR GENERAL REQUIREMENTS – Contractor Shall:

4.8.1 Adhere to the terms and conditions identified in this solicitation.

4.8.2 Provide a primary point-of-contact, along with the contract's email, work phone, and cell phone.

4.8.3 Provide documentation that Contractor is certified to perform the requirements of this solicitation (See PROOF OF LICENSING AND CAPABILITY).

4.8.4 Perform and complete all work required. Contractor shall diligently perform the work to completion within the time set forth in the solicitation. The period of performance shall include, but is not limited to, mobilization, City recognized holidays, weekend days, normal inclement weather, and cleanup; therefore, claims for delay shall not be allowed.

4.8.5 Ensure Contractor personnel are in compliance with the service requirements of this specification. Failure to

comply with City service requirements may result in the cancellation of the contract or purchase order.

- 4.8.6** Contractor shall adhere to all applicable Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this solicitation. Ignorance on the part of Contractor will in no way relieve Contractor from responsibility.
- 4.8.7** Contractor shall perform all work safely and follow required safety standards including, but not limited to, OSHA, Federal, State, and City codes.
- 4.8.8** Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants of potential hazards.
- 4.8.9** Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, and police support, as required for each job. Proposed traffic control methods must be submitted in advance to the CDDR for approval prior to the commencement of work. CDDR's approval shall not, however, relieve Contractor from responsibility with regard thereto.
- 4.8.10** Contractor shall deliver, store, and handle all Materials in a manner that shall prevent damage to the Equipment and/or related components.
- 4.8.11** It shall be Contractor's responsibility for storage of any Materials and the City will not be responsible for loss or damage to Materials, tools, Equipment, or work arising from acts of theft, vandalism, malicious mischief or other causes.
- 4.8.12** Contractor shall thoroughly examine and become familiar with the City facility where services are to be performed, prior to commencing work, to ensure the service can be completed in an orderly and safe manner.
- 4.8.13** Contractor shall be responsible for obtaining all required permits applicable to performance of this solicitation. Contractor shall include all such costs within its bid response, Attachment B – Price Schedule, as an all-inclusive price. Contractor shall ensure any work that requires a separate license is performed under the applicable license as required under local or state law.
- 4.8.14** Ensure all Equipment and tools are well maintained, calibrated and in proper working order before use in the performance of this service.
- 4.8.15** Protect furnishings and other items with tarps, plastic sheeting or other methods as required and prior to commencing work.
- 4.8.16** Contractor shall at all times keep the site, including storage areas, free from accumulations of waste Materials. Before completing the work, Contractor shall remove from the premises all rubbish, tools, scaffolding, equipment, and Materials that is not the property of City. Upon completing the work, Contractor shall leave the site in a clean and orderly condition satisfactory to City. Final cleanup is part of the work and Contractor is responsible for all construction refuse disposal containers and their removal from the site.
- 4.8.17** No debris shall be dumped and left in the building, on the roof and/or surrounding areas.
- 4.8.18** Contractor shall not use City waste disposal containers.
- 4.8.19** Contractor shall properly dispose of all debris, old Materials, and trash resulting from the specified work in an approved landfill. Contractor shall be responsible for the disposal of all waste to include universal and hazardous Materials resulting from the work. Handling and transporting of all waste Materials shall be performed in accordance with safety and environmental regulations. Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.
- 4.8.20** Contractor shall confine its operations (including storage of Materials) to areas authorized or approved by the City.
- 4.8.21** Contractor shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages shall be reported, and repaired or replaced by Contractor at no cost to City. Examples of damage for which contractor is responsible include, but is not limited to:

4.8.21.2 Overspray of cleaning materials or other materials affecting adjacent property

4.8.22.2 Drainage from cleaning operations affecting building operations

4.8.22 Contractor shall notify the CDDR once the work is complete and ready for its intended use.

4.8.23 Contractor shall not affect building (worksite) plumbing systems or other buildings systems during the performance of the services required by the solicitation. Impact to the building systems shall be corrected by Contractor at no cost to City.

4.8.23.1 Contractor shall not allow sludge, sediment, biological growth, or other material to affect the building systems, roof surfaces, or adjacent structures.

4.8.23.2 Contractor shall physically collect and remove sludge, sediment, biological growth, or other debris materials within the cooling tower basin before flushing the drain water into the sanitary sewer system or storm water drainage system. (see Figure 1).

4.8.23.3 Contractor shall install a screen or other methods as necessary to prevent sludge, sediment, biological growth, or other foreign materials within the cooling tower basin from entering any of the sanitary sewer or storm water drainage systems (see Figures 2 and 3).



4.9 ANNUAL MAINTENANCE SERVICE REQUIREMENTS:

4.9.1 Services not required by Contractor:

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

4.9.1.2 Testing of Equipment in new construction.

4.9.2 Services required for Maintenance: Contractor shall:

4.9.2.1 Provide Scheduled Maintenance and cleaning services for all Equipment. All work shall meet manufacturers and industry standards.

4.9.2.2 Ensure that Annual Maintenance Services, Cleaning Services and Other Services, or replacements of damaged, broken, or worn Parts are done in such a way that safe operation of Equipment is not affected.

4.9.2.3 Furnish qualified maintenance technicians on the job site for performance of services. Contractor shall maintain an adequate number of trained personnel at all times specifically assigned to perform the required services.

4.9.2.4 Manage technicians to ensure they are available to perform service on the Equipment, and not interfere with the regular maintenance personnel that are working on Scheduled Maintenance tasks in order to prevent interruptions.

4.9.2.5 Develop and provide a service plan for the City's Equipment. The service plan shall provide the items that Contractor will check during the Scheduled Maintenance and Cleaning services. In addition, the plan shall include, but is not limited to codes requirements, manufacturers' requirements, industry standards, regulatory requirements, etc.

4.9.2.5.1 Contractor shall establish and adhere to the service plan, which shall meet the manufacturers' recommendations and normal practices of the trade, and the minimum specifications contained herein. A copy of the proposed service plan and schedule shall be submitted for each type of Equipment. This schedule shall include maintenance checklists, which shall become the property of the City of San Antonio when completed. The maintenance checklist along with the service plan shall be permanently maintained in each mechanical room or an outside weatherproof box for the locations covered by this contract. An electronic copy of the plan shall be provided to CDDR (See SUBMITTALS).

4.9.2.5.2 The service plan is a written document that addresses the recommended plan or method to evaluate the effectiveness and efficiency of the Equipment, and industry and manufacturers' recommendations.

4.9.2.6 Contractor shall develop and provide a Life Cycle Management Program.

4.9.2.7 Contractor shall develop and provide service reports.

4.9.2.8 Contractor is responsible for cleaning any spill and protecting other surrounding areas of the facility.

4.9.2.9 Contractor shall replace any hardware to complete the work as defined in the solicitation.

4.9.2.10 Contractor shall re-seal any compromised seams with cooling tower grade caulking.

4.9.2.11 Contractor shall be responsible for the Scheduled Maintenance and Other Service calls of all electrical circuits and plumbing components pertaining to the operation of the cooling tower systems covered under these specifications.

4.9.2.12 Contractor shall provide service log reports.

4.9.2.13 Contractor shall participate in annual meetings and other meetings as requested by City.

4.9.2.14 Take samples as part of the Scheduled Maintenance and/or to evaluate problems as required by the Other Services.

4.9.2.15 Develop and provide a Scheduled Maintenance schedule for the year.

4.9.2.16 Perform Other Services.

4.9.2.17 Provide other documents as required by this solicitation.

4.9.3 The service plan for maintenance shall consist of, but shall not be limited to:

4.9.3.1 Equipment Manufacturer, Model, and serial number

4.9.3.2 Equipment Location

4.9.3.3 Maintenance schedules for:

- 4.9.3.3.1 Cooling Towers
 - 4.9.3.3.2 Estimated time to complete the task,
 - 4.9.3.3.3 Description of the task,
 - 4.9.3.3.4 Materials, chemicals and tools needed,
 - 4.9.3.3.5 Measurements to be taken,
 - 4.9.3.3.6 Manufacturers' requirements, etc.
 - 4.9.3.4 Operating Information
 - 4.9.3.5 Tests required as part of the Maintenance Schedules
 - 4.9.3.6 Quality Control Program
 - 4.9.3.7 Equipment age, condition, accumulated wear
 - 4.9.3.8 Environmental conditions
 - 4.9.3.9 Safety precautions and personal protective equipment (PPE) are needed to perform the task.
 - 4.9.3.10 Each task performed needs to be signed and dated by Contractor's technician upon completion.
 - 4.9.3.11 The Report shall be in accordance with 4.9.5.
- 4.9.4** Life Cycle Management Program and reports shall consist of, but shall not be limited to:
- 4.9.4.1 Contractor shall provide an asset life cycle management program and reports that conducts a full analysis of the current Equipment installation and prepares a modernization plan to improve the Equipment to modern safety, accessibility, performance, and aesthetics standards. The plan shall evaluate investment schedules and constraints to assist the CDDR with budgeting for the Equipment recommended. The report shall consist of, but is not limited to:
 - 4.9.4.1.1 General Information
 - 4.9.4.1.1.1 Equipment manufacturer, model, and serial number
 - 4.9.4.1.1.2 Type and Size of Equipment
 - 4.9.4.1.1.3 Report Date
 - 4.9.4.1.2 Compare results versus the manufacturer's specifications.
 - 4.9.4.1.3 Review test data and maintenance reports
 - 4.9.4.1.4 Identify the condition of the systems
 - 4.9.4.1.5 Provide trends based on tests, reports, manufacturer information, and other data sources.
 - 4.9.4.1.6 Evaluate performance
 - 4.9.4.1.7 Evaluate service life
 - 4.9.4.1.8 Provide recommendations
 - 4.9.4.1.9 Expected O&M and Other Services to include estimated costs
 - 4.9.4.1.10 Technology and Operations Improvements
 - 4.9.4.1.11 The Report shall be in accordance with 4.9.5.
- 4.9.5** Contractor shall provide service reports. Contractor shall provide a comprehensive written and/or computerized service report based on each system after services are completed in each location. The reports shall consist of, but shall not be limited to:
- 4.9.5.1 A written report for the services and other tasks within this solicitation.
 - 4.9.5.2 Start time and completion time
 - 4.9.5.3 Date service was performed.

- 4.9.5.4** Type of Equipment (make, model #, serial number)
- 4.9.5.5** Maintenance task performed.
- 4.9.5.6** Adjustments and other recommendations.
- 4.9.5.7** Tests and Inspections performed and Equipment condition.
- 4.9.5.8** Equipment age, condition, and accumulated wear.
- 4.9.5.9** Design and inherent quality of the Equipment.
- 4.9.5.10** Usage.
- 4.9.5.11** Environmental condition.
- 4.9.5.12** Improved technology.
- 4.9.5.13** Manufacturers' requirements.
- 4.9.5.14** Industry standards.
- 4.9.5.15** Itemized Parts list.
- 4.9.5.16** Operating conditions.
- 4.9.5.17** Detailed list of other services performed as part of the Scheduled Maintenance or Other Services.
- 4.9.5.18** Photos showing condition of Equipment and Equipment information.
- 4.9.5.19** If any non-contract Equipment (e.g., pumps, piping etc.) is found to be in need of other services for the proper operation of the cooling tower, Contractor shall include it in this report.
- 4.9.5.20** Compare results versus the manufacturer's specifications.
- 4.9.5.21** Provide deficiencies found and recommendations for Other Services, repairs and/or replacements. The report shall advise of all inspection problems or potential problems and include the maintenance history of all components within each system. The report shall include suggested services for items that are in danger of imminent failure and an itemized cost estimate. This cost estimate shall not be construed as an authorization for additional work. Submit extra work proposals to the CDDR before the next service.
- 4.9.5.22** The maintenance report to include all checklists and scheduled items completed.
- 4.9.5.23** If the system does not perform as designed, Contractor shall supply an itemized estimate cost for services to make the system functional to the CDDR.
- 4.9.5.24** 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, maintenance tasks performed (inspected, lubricated, and/or adjusted), service completed with dates, description of major problems, type of units, number of units, date and name of the technician(s) who serviced the Equipment, and certification by Contractor that cleaning and/or maintenance has been performed.
- 4.9.5.25** The reports shall address the Equipment condition, demonstrated by visual inspection, supplemented with video or photographs on the following:
 - 4.9.5.25.1** Tower nozzles and basins, basin drains, make-up water valves, etc.
 - 4.9.5.25.2** All associated Piping
 - 4.9.5.25.3** Internal surfaces (fill Material and drift eliminators), walls of cooling towers
 - 4.9.5.25.4** Condition of caulking, supports, hot water basin covers,
 - 4.9.5.25.5** Motors, fans, belts, pumps, etc.
- 4.9.5.26** Contractor shall furnish a legible report at each service call to the CDDR for signature verifying the service was performed and checked by the CDDR. The report shall have attached a checklist of items addressed and completed for the Equipment.
 - 4.9.5.26.1** The report shall be signed and dated by Contractor's technician upon completion.
 - 4.9.5.26.2** The Report shall be in accordance with 4.10 Service Requirements, #5.

- 4.9.6** All labor required to perform Annual Maintenance Services and all replacement Parts for Annual Maintenance Services shall be included in Attachment B, Price Schedule, *Total Annual Cost to Perform Annual Maintenance Service*.
- 4.9.6.1** Materials to be provided by Contractor that is part of the cooling towers system shall include, but is not limited to:
- 4.9.6.1.1** Belts.
 - 4.9.6.1.2** Screws, bolts, washers, other securing Parts.
 - 4.9.6.1.3** Lubricants, grease, and oils.
 - 4.9.6.1.4** Broken and burnt electrical wiring and end terminals - American Wire Gage (AWG) conductor size 10 and smaller and end terminals to include wire to wire connectors, wire to board connector, wire crimp terminals, ring terminals, spade terminals, quick disconnect, hook terminals, eyelets, butt connector, tap connectors, bullet connectors, X & Y connectors, multi-pin connectors, battery connector, lug connectors, wire cable ties, twist ties, beaded security ties, releasable cable ties, self-cutting cable ties, cable tie mounting bases, mounting cable ties, etc. for AWG10 and smaller.
 - 4.9.6.1.5** Piping Supports - hook plate, single-hole pipe clamp, pipe brackets 2 inches and smaller and not longer than 3 feet.
 - 4.9.6.1.6** Tubing, Pipe caps and pipes – 1 inch and smaller.
 - 4.9.6.1.7** Gauges – bourdon tube pressure and liquid filled pressure gauges 2 ½ and smaller to be replaced every 3 years or as needed or if broken.
 - 4.9.6.1.8** Hoses – hose sizes ½ inch and smaller and not longer than 3 feet.
 - 4.9.6.1.9** Chemicals and Materials – required for the Scheduled Maintenance.
 - 4.9.6.1.10** Other Parts, etc.
 - 4.9.6.1.11** Other Material requirements:
 - 4.9.6.1.11.1** When Equipment, Parts and/or components are replaced as a unit, and an updated design of the replacement is available, the newer design item shall be used as a replacement.
 - 4.9.6.1.11.2** If a part and/or component are found to be defective it shall be replaced at no cost to the City, unless the replacement is included in a larger service. For example: multiple components are required to be replaced due to an electrical fire, lightening, etc.
 - 4.9.6.1.11.3** Replace packing Material on control valves and in pump as often as necessary to insure proper operation and to prevent valves and pumps from leaking.
- 4.9.6.2** Material not included in the Scheduled Maintenance:
- 4.9.6.2.1** Replacement of Pumps
 - 4.9.6.2.2** Replacement of Controllers
 - 4.9.6.2.3** Replacement of Fans
 - 4.9.6.2.4** Replacement of Covers
 - 4.9.6.2.5** Replacement of Motors, Bearings, and Shafts
 - 4.9.6.2.6** Replacement of Fill Material and drift eliminators
 - 4.9.6.2.7** Replacement of Nozzle Grommets
 - 4.9.6.2.8** Replacement of Solenoid and motorized valves
 - 4.9.6.2.9** Replacement of Meters
 - 4.9.6.2.10** Replacement of Compressor
 - 4.9.6.2.11** Replacement of Sensors - other than included items in 4.9.6.1 above.

- 4.9.6.2.12** Replacement of Gauges - other than included items in 4.9.6.1 above.
- 4.9.6.2.13** Replacement of Flow Switches
- 4.9.6.2.14** Replacement of Switches
- 4.9.6.2.15** Replacement of Packing Material - other than included items in 4.9.6.1 above.
- 4.9.6.2.16** Replacement of Piping Supports – other than included items in 4.9.6.1 above.
- 4.9.6.2.17** Replacement of Support Equipment - other than included items in 4.9.6.1 above.
- 4.9.6.2.18** Replacement of Actuating Devices.
- 4.9.6.2.19** Replacement of Timers.
- 4.9.6.2.20** Replacement of Chemicals - other than included items in 4.9.6.1 above.
- 4.9.6.2.21** Replacement of broken and burnt electrical wiring and end terminals - other than included items in 4.9.6.1 above.
- 4.9.6.2.22** Replacement of Tubing, Pipe Caps and Pipes - other than included items in 4.9.6.1 above.
- 4.9.6.2.23** Replacement of Fitting and Nozzles – other than included items in 4.9.6.1 above.
- 4.9.6.2.24** Replacement of Hoses - other than included items in 4.9.6.1 above.
- 4.9.6.2.25** Fittings, Nozzles – that are part of the distribution systems excluding grommets nozzle.
- 4.9.6.2.26** Support Equipment – for fill Material and drift eliminators other than included items in 4.10., 6.a. above.
- 4.9.6.2.27** Blowdown or drain valves.
- 4.9.6.2.28** Couplings and bearings.
- 4.9.6.2.29** Packing Material – of cooling tower pumps.

4.9.7 Contractor shall perform Annual Maintenance Services of cooling towers at the locations listed herein to satisfy the following requirements as per the manufacturer's specifications. In addition, any requirement not listed, but deemed necessary per the manufacturer's specifications shall be included. 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. The service level consists of, but is not limited to:

4.9.7.1 Semi-annual Cleaning Services and Annual Maintenance Services and Inspection Services (Scheduled Maintenance): To be performed between the last two weeks of March and the first two weeks of April. The work will be performed after the cleaning of the cooling towers and as coordinated with the CDDR. All work performed under this contract shall be completed during the weekends.

4.9.7.1.1 Mechanical Equipment Support System Maintenance and Inspection:

- 4.9.7.1.1.1** Inspect mechanical Equipment support and drive shaft guards.
- 4.9.7.1.1.2** Inspect mechanical Equipment support and fasteners for corrosion.
- 4.9.7.1.1.3** Check belts for wear, tension and alignment, adjust as required.
- 4.9.7.1.1.4** Replace belts.

4.9.7.1.2 Fan Assembly Maintenance and Inspection:

- 4.9.7.1.2.1** Check fan blades pitch for uniformity and correct adjustment.
- 4.9.7.1.2.2** Check fan blades tip track and tip clearance.
- 4.9.7.1.2.3** Check fans for vibration by using non-destructive methods. Contractor to specify method as part of the service plan.
- 4.9.7.1.2.4** Lubricate bearings. (N/A for sealed bearings).

- 4.9.7.1.2.5 Check fan blades or blower for imbalance.
- 4.9.7.1.2.6 Check fans for smooth and proper operations.
- 4.9.7.1.2.7 Check fan housing.
- 4.9.7.1.2.8 Check fan decks and supports for decay, corrosion, missing and broken Parts, and gaps.
- 4.9.7.1.2.9 Fan cylinders shall be securely anchored. Check fastening devices.
- 4.9.7.1.2.10 Check fan blades mounting hardware for tightness.

- 4.9.7.1.3 Gearbox Maintenance and Inspection:
 - 4.9.7.1.3.1 Check gearbox pinion shaft backlash.
 - 4.9.7.1.3.2 Check gearbox pinion shaft for radial movement.
 - 4.9.7.1.3.3 Check pinion shaft oil seal for leaks.
 - 4.9.7.1.3.4 Check gearbox fan shaft for radial movement.
 - 4.9.7.1.3.5 Check pinion and fan shaft bearings for smooth operations.
 - 4.9.7.1.3.6 Inspect oil line and fittings.
 - 4.9.7.1.3.7 Change gearbox oil annually or as required by the manufacturer and oil type. Obtain approval from CDDR if the oil will be changed a frequency other than annually.
 - 4.9.7.1.3.8 Check adjustment of dip stick or sight glass placard.
 - 4.9.7.1.3.9 Check gearbox for vibration by using non-destructive methods. Contractor to specify method as part of the service plan.
 - 4.9.7.1.3.10 Lubricate bearings. (N/A for sealed bearings).
 - 4.9.7.1.3.11 Check for smooth and proper operations.
 - 4.9.7.1.3.12 Clean out any sludge or other foreign materials.
 - 4.9.7.1.3.13 Rotate input shaft manually back and forth to check for backlash.
 - 4.9.7.1.3.14 Attempt to move the shaft radially to check for wear on the input pinion shaft bearing.
 - 4.9.7.1.3.15 Look for excessive play of the fan shaft bearings by applying a force up and down on the tip of fan blade. Note: Some output shafts have running clearance built into bearing.
 - 4.9.7.1.3.16 Inspect gearbox mounting bolts for tightness.

- 4.9.7.1.4 Driveshaft Maintenance and Inspection:
 - 4.9.7.1.4.1 Inspect rubber driveshaft bushings.
 - 4.9.7.1.4.2 Check driveshaft for vibration by using non-destructive methods. Contractor to specified method as part of the service plan.
 - 4.9.7.1.4.3 Check for smooth and proper operations.
 - 4.9.7.1.4.4 Check driveshaft alignment and correct if necessary.

- 4.9.7.1.5 Motor Maintenance and Inspection:
 - 4.9.7.1.5.1 Check for smooth and proper operations.
 - 4.9.7.1.5.2 Check shaft for radial movement.
 - 4.9.7.1.5.3 Lubricate bearings. (N/A for sealed bearings).
 - 4.9.7.1.5.4 Check electrical motor for excessive heat and vibration.

- 4.9.7.1.5.5 Check motor for vibration by using non-destructive methods. Contractor to specify method as part of the service plan.
- 4.9.7.1.5.6 Check mounting bolts for tightness.
- 4.9.7.1.6 Power Transmission:
 - 4.9.7.1.6.1 Check that the drive shaft and coupling guards are installed and that there are no signs of rubbing.
 - 4.9.7.1.6.2 Inspect the keys and set screws on the drive shaft and check the connecting hardware for tightness. Tighten or install as required.
 - 4.9.7.1.6.3 Look for corrosion, wear, or missing elements on the drive shaft coupling.
 - 4.9.7.1.6.4 Examine the exterior of drive shaft for corrosion and check the interior by tapping and listening for dead spots.
 - 4.9.7.1.6.5 Observe flexible connector of both ends of the shaft.
- 4.9.7.1.7 Other Scheduled Maintenance items:
 - 4.9.7.1.7.1 Check operations of unit for water leaks, noise or vibration.
 - 4.9.7.1.7.2 Check and inspect hot water basin.
 - 4.9.7.1.7.2.1 Note the condition of the redistribution system under the hot water system
 - 4.9.7.1.7.3 Remove access panels and check Equipment.
 - 4.9.7.1.7.4 Inspect condition of access doors and hinges.
 - 4.9.7.1.7.5 Inspect condition of the cooling tower.
 - 4.9.7.1.7.6 Inspect louvers for correct positioning and alignment, note any missing or defective items, and support hinges.
 - 4.9.7.1.7.7 Inspect casings and attaching hardware for leaks or defect. Check the integrity and secure attachment.
 - 4.9.7.1.7.8 Inspect the water distribution system.
 - 4.9.7.1.7.8.1 Check water distribution leaks and other defects.
 - 4.9.7.1.7.8.2 Check nozzles for clogging and proper distribution.
 - 4.9.7.1.7.8.3 Adjust water level and flush out troughs if necessary.
 - 4.9.7.1.7.8.4 Check piping, connections and brackets for looseness. Tighten loose connections and mounting brackets. Replace bolts and braces as required.
 - 4.9.7.1.7.8.5 Observe spray pattern of nozzles if possible and note missing and defective nozzles.
 - 4.9.7.1.7.8.6 Inspect flange connectors and gaskets, caulking of headers on counter-flow towers, deterioration in distribution basins, splashguards, and associated piping on cross-flow towers.
- 4.9.7.1.9 Check make-up water assemblies for leakage.
 - 4.9.7.1.9.1 Inspect stairways including handrails, knee rails, stringers, structure and fasteners for rot, corrosion, security and acid attack for cooling towers equipped with stairways.
- 4.9.7.1.10 Check ladders to verify security and check all rungs for cooling tower with ladders.
- 4.9.7.1.11 Check the security, rot, and corrosion on walkway treads. Check treads, walkways and platforms for loose, broken, or missing Parts for cooling tower with walkway. Tighten as necessary.

- 4.9.7.1.12 Inspect and clean around cooling tower.
- 4.9.7.1.13 Check conductivity and pH electrodes.
- 4.9.7.1.14 Check floats and adjust as necessary.
- 4.9.7.1.15 Check cold water sump and strainer.
- 4.9.7.1.16 Inspect blowdown or drain valves. Clear all debris to ensure proper operation.
- 4.9.7.1.17 Examine the basin drain reservoir for damage and proper drainage.
- 4.9.7.1.18 Check chemical injector device.
- 4.9.7.1.19 Check for fouling, corrosion, degradation, or dirt/debris accumulation on sump and strainer, wet decks, fill, nozzles, and exterior louvers.
- 4.9.7.1.20 Check control system and devices for evidence of improper operation.
- 4.9.7.1.21 Check variable-frequency drive for proper operation.
- 4.9.7.1.22 Check for proper fluid flow
- 4.9.7.1.23 Check for proper damper operation.
- 4.9.7.1.24 De-energize, lock out, and tag electrical circuits.
- 4.9.7.1.25 Check drift eliminators and supports.
- 4.9.7.1.26 Inspect tower fill for damage, breakage, deterioration, and misplaced, missing, or defective splash bars.
- 4.9.7.1.27 Examine interior structural support.
- 4.9.7.1.28 Inspect the nuts and bolts in partitions for tightness and corrosion.
- 4.9.7.1.29 Check all sumps for debris, condition of screens, anti-tubular plates and freely operating drain valves.
- 4.9.7.1.30 Inspect key and keyway in motor and drive shaft.
- 4.9.7.1.31 Electrical Equipment:
 - 4.9.7.1.31.1 Remove dust and/or scale from air intakes and check for corrosion.
 - 4.9.7.1.31.2 If there is a drain moisture plug installed, see if it is operational.
 - 4.9.7.1.31.3 Look for corrosion and security of mounting bolts and attachments.
 - 4.9.7.1.31.4 Check amps and volts at operating loads.
 - 4.9.7.1.31.5 Check electrical wiring and connections; make appropriate adjustments.
 - 4.9.7.1.31.6 Inspect fused disconnect switches, wiring, conduit, and electrical controls for loose connections, charred or broken insulation, or other defects.
- 4.9.7.1.32 Fill out maintenance checklist and report any deficiencies.

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

4.9.9 Equipment changes - In the event a control system is altered, modified, changed, or if any Equipment is in need of replacement, Contractor shall provide a written explanation and estimate to the CDDR for approval prior to performing the recommended work. The work will be authorized when Contractor receives a purchase order.

4.9.10 Status Of Equipment Notification Requirement:

4.9.10.1 Contractor shall notify the CDDR of any condition that impairs the continued safe use of the Equipment covered under the scope of this contract, including, but not limited to conditions which

may cause injury; conditions which may cause damage to Equipment; conditions which may be hazardous; and other abnormal conditions per manufacturer's and/or industry standards. Contractor shall notify the CDDR within thirty (30) minutes from taking out of service any Equipment.

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

4.9.11 Contract Service Logs: Contractor shall provide service logs.

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

- 4.9.11.1.1** Service Provider number,
- 4.9.11.1.2** Date and time call was placed,
- 4.9.11.1.3** Date and time technician arrived,
- 4.9.11.1.4** Description of maintenance,
- 4.9.11.1.5** Serial Number,
- 4.9.11.1.6** Model,
- 4.9.11.1.7** Location,
- 4.9.11.1.8** If applicable, estimated cost for additional services,
- 4.9.11.1.9** Description of any testing and inspection, etc.

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

4.9.12.1 A review of the previous services and callbacks.

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

4.9.12.3 A review of any reported complaints; and

4.9.12.4 A review of reports.

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

4.9.14 Spills and other failures: Contractor shall:

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

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

4.10 CLEANING SERVICE REQUIREMENTS:

4.10.1 Services not required by the contractor:

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

4.10.1.2 Testing of equipment in new construction.

4.10.2 Services required. Contractor shall:

4.10.2.1 Provide cleaning services for all cooling towers referenced herein. All work shall meet manufacturers and industry standards.

- 4.10.2.2** Ensure that cleaning services are done in such a way that safe operation of equipment is not affected.
- 4.10.2.3** Furnish qualified maintenance supervisors and technicians on the job site for performance of services. Contractor shall maintain an adequate number of trained personnel at all times specifically assigned to perform services required under this contract.
- 4.10.2.4** Manage technicians to ensure they are available to perform cleaning services. The vendor shall schedule cleaning services during the weekend. One location shall be scheduled per day.
- 4.10.2.5** The contractor is not required to remove existing sealant material and re-seal the seams; however, the contractor shall re-seal any seams that were damaged during the cleaning or missing after cleaning. Re-sealing seams shall be performed with cooling tower grade caulk.
- 4.10.2.6** Contractor shall participate in annual meetings and other meetings as requested by City.
- 4.10.2.7** Develop and provide a contract schedule.
- 4.10.2.8** Provide other documents as required by this solicitation.
- 4.10.3** Contractor shall provide a service plan before performing the cleaning services. Service plan shall provide a comprehensive plan for each location. The plan shall consist of, but shall not be limited to:
 - 4.10.3.1** Cover page – Title (Cooling Tower Cleaning, for City of San Antonio, Location, Company and City Logos, Submittal Date, Submitted By, Name and Position, Phone Number, and Email.
 - 4.10.3.2** Table of Contents
 - 4.10.3.3** Include Page Number on all pages
 - 4.10.3.4** Mobilization and Setup
 - 4.10.3.4.1** Unload and stage
 - 4.10.3.4.2** Source of Water and Power, Protection of Building Systems, and Access to the Tower (Cleaning Route)
 - 4.10.3.4.3** Safety Topic for the Job
 - 4.10.3.4.3.1** Hazard Evaluation
 - 4.10.3.4.3.2** Lockout/Tagout
 - 4.10.3.4.3.2.1** Cooling Tower Fan Motors
 - 4.10.3.4.3.2.2** Circulation water pumps and valve isolation
 - 4.10.3.4.3.2.3** Chemical treatment Equipment
 - 4.10.3.4.3.2.4** Any other energy sources
 - 4.10.3.4.3.3** Personal Protective Equipment
 - 4.10.3.4.3.3.1** Hardhat, Eye protection, Hearing protection, Gloves, Respirator, Suit, and Shoes
 - 4.10.3.4.3.4** Chemicals
 - 4.10.3.4.3.5** Confined Space Entry
 - 4.10.3.4.3.6** Safety Observation Checklist
 - 4.10.3.4.3.7** Safe Work Permit
 - 4.10.3.4.3.8** Safety Tools
 - 4.10.3.4.4** Pretreatment Process – A pretreatment process is performed to remove biological contaminants prior to mechanical and chemical cleaning of the Equipment.
 - 4.10.3.4.5** Tower Cleaning Process
 - 4.10.3.4.5.1** Document tower condition

- [illegible]

4.10.4.5.13 Ladder Information, if applicable

4.10.4.6 General Overview

4.10.4.7 Information by Component:

4.10.4.7.1 Condition, accumulated wear, before and after cleaning observations, before and after photos, ratings: (acceptable (green), requires attention (yellow), immediate attention required (red)), operating condition, manufacturers' requirements, Industry standards, services performed, environmental conditions, pressure nozzle used, chemical(s) used, etc. for each of the following components:

4.10.4.7.1.1 Fill Media

4.10.4.7.1.2 Hot & Cold Water Basin

4.10.4.7.1.3 Plenum

4.10.4.7.1.4 Drift Eliminator

4.10.4.7.1.5 Distribution

4.10.4.7.1.6 Louvers

4.10.4.7.1.7 Mechanical Equipment (motor, fans, gear box, shaft, belts, etc.)

4.10.4.7.1.8 Fan Deck

4.10.4.7.1.9 Joints, gasket(s), and strainers

4.10.4.7.2 Chemical Usage:

4.10.4.7.2.1 Provide amount of chemicals used during cleaning services by type

4.10.4.7.2.2 Initial Level and Time

4.10.4.7.2.3 Quantity Added

4.10.4.7.2.4 Disinfection

4.10.4.7.2.4.1 Initial disinfectant level and time

4.10.4.7.2.4.2 Disinfectant quantity added and time

4.10.4.7.2.4.3 Additional disinfectant level readings and times as required by the scope of services

4.10.4.7.2.4.4 Final disinfectant level and time as required by the scope of services

4.10.4.7.3 Waste collected and disposed:

4.10.4.7.3.1 Total amount collected by type of waste (sludge, empty chemical containers, regulated waste, etc.

4.10.4.7.3.2 Final waste disposition

4.10.4.8 Summary Findings, Recommendations, and Improvements:

4.10.4.8.1 Photos showing condition of equipment and equipment information to support findings

4.10.4.8.2 If any non-contract equipment (e.g., pumps, piping, etc.) is found to be in need of other services for the proper operation of the cooling tower, Contractor shall include finding(s) in the report.

4.10.4.8.3 Provide deficiencies found and recommendations for other services, repairs and replacement. The report shall advise of potential problems and include suggested services for items that are in danger of imminent failure and an itemized cost estimate. The cost estimate shall not be construed as an authorization for additional work. Submit extra work proposals to the CDDR at time of findings.

4.10.4.9 Attachments:

4.10.4.9.1 Additional photos with a description of the photo

4.10.4.9.2 The report shall include checklists of items completed

4.10.4.9.3 Cleaning Certification

4.10.4.9.4 Safety Checklist

4.10.4.9.5 Hazard Evaluation

4.10.4.9.6 The report shall be signed and dated by Contractor's technician or supervisor upon completion

4.10.4.9.7 Photo Examples:



4.10.5 All labor required to perform cleaning services shall be included in Attachment B, Price Schedule - *Total Price For Spring Service Per Location* and *Total Price For Fall Service Per Location*.

4.10.5.1 Material to be provided by the contractor that shall be part of the cooling towers cleaning service shall include, but is not limited to:

4.10.5.1.1 Testing equipment.

4.10.5.1.1.1 pH meter

4.10.5.1.1.2 Equipment to measure the disinfectant level of the fill water.

4.10.5.1.2 Equipment used for cleaning the towers:

4.10.5.1.2.1 Pressure washer with hose and nozzle.

4.10.5.1.2.2 Cleaning tools.

4.10.5.1.3 Chemicals required for cleaning the tower and booster chemical for after the tower has been cleaned; shall consist of, but not be limited to, the following:

4.10.5.1.3.1 Cleaning detergents

4.10.5.1.3.2 Descaling materials

4.10.5.1.3.3 Cleaning biological materials,

4.10.5.1.3.4 pH adjustment materials,

4.10.5.1.3.5 Disinfectant materials, etc.

4.10.5.1.4 Safety equipment for all vendor personnel and for the protection of property. The vendor's personal protective equipment shall consist of, but is not limited to, the following:

4.10.5.1.4.1 Respirator (The respirator shall meet NIOSH and OSHA requirements),

4.10.5.1.4.2 Safety goggles

4.10.5.1.4.3 Waterproof clothing,

4.10.5.1.4.4 Gloves,

4.10.5.1.4.5 Material Safety Data,

4.10.5.1.4.6 Rubber boots, etc.

4.10.5.1.4.7 New Gasket for the disconnected pipes

4.10.5.1.4.8 Cooling Tower Strainers shall be replaced as part of each service.

4.10.5.2 Material not included in the scheduled maintenance:

- 4.10.5.2.1** Replacement of Pumps
- 4.10.5.2.2** Replacement of Controllers
- 4.10.5.2.3** Replacement of Fans
- 4.10.5.2.4** Replacement of Covers
- 4.10.5.2.5** Replacement of Motors, Bearings, and Shafts
- 4.10.5.2.6** Replacement of Fill material and drift eliminators
- 4.10.5.2.7** Replacement of Nozzle Grommets
- 4.10.5.2.8** Replacement of Solenoid and motorized valves
- 4.10.5.2.9** Replacement of Meters
- 4.10.5.2.10** Replacement of Compressor
- 4.10.5.2.11** Replacement of Sensors
- 4.10.5.2.12** Replacement of Gauges
- 4.10.5.2.13** Replacement of Flow Switches
- 4.10.5.2.14** Replacement of Switches
- 4.10.5.2.15** Replacement of Packing Material
- 4.10.5.2.16** Replacement of Piping Supports
- 4.10.5.2.17** Replacement of Support Equipment
- 4.10.5.2.18** Replacement of Actuating Devices
- 4.10.5.2.19** Replacement of Timers
- 4.10.5.2.20** Replacement of Chemicals - other than included items in 4.10.4.1 above
- 4.10.5.2.21** Replacement of broken and burnt electrical wiring and end terminals
- 4.10.5.2.22** Replacement of Fitting and Nozzles
- 4.10.5.2.23** Replacement of Belts
- 4.10.5.2.24** Replacement of Screws, bolts, washers, other securing parts
- 4.10.5.2.25** Lubricants, grease, and oils
- 4.10.5.2.26** Replacement of Packing Material – of cooling tower pumps
- 4.10.5.2.27** Replacement of Tubing, Pipe caps and pipes
- 4.10.5.2.28** Replacement of Hoses
- 4.10.5.2.29** Industrial water chemical used for regular operations

4.10.5.3 Spring and Fall Cooling Tower Cleaning Services (Semi Annual): Spring Service shall be performed the second week in March. Fall Service shall be performed the last two weeks in October. All Work shall be completed during the weekends (Saturday and/or Sunday).

4.10.5.3.1 Cooling Tower cleaning procedures shall include, but shall not be limited to:

4.10.5.3.1.1 Current State of Texas and other agencies' requirements for usage of chemicals and materials, disposal of chemicals and materials, and discharging the water from the cooling tower shall be adhered to and up-to-date knowledge of said regulations shall be the responsibility of the Vendor. Vendor shall inform the CDDR if those regulations change.

4.10.5.3.1.2 Provide safety plan.

- 4.10.5.3.1.3** Check manufacturer recommendations for cleaning water pressures (information shall be included in service plan).
- 4.10.5.3.1.4** Check all draining systems before performing cleaning operations.
- 4.10.5.3.1.5** Calibrate equipment.
- 4.10.5.3.1.6** Coordinate shut down and lockout/tagout procedures for the HVAC system with the facility representative before any work begins.
- 4.10.5.3.1.7** Close building air intake vents within the vicinity of the cooling towers until the cleaning procedure is complete. Re-open after all procedures are complete.
- 4.10.5.3.1.8** Isolate the cooling tower(s) from rest of the condenser water system where applicable. For locations with two or more cooling towers, isolate only the cooling tower that will be cleaned. Keep other towers in operations until it is time to clean the next cooling tower.
 - 4.10.5.3.1.8.1** Turn off chemical feed and controller system to the selected cooling tower for cleaning, if applicable.
- 4.10.5.3.1.9** Disinfect cooling tower before cleaning operations.
 - 4.10.5.3.1.9.1** Chlorinate the cooling tower basin using system volume information to prepare the solution and add the mixture to several locations in the sump.
 - 4.10.5.3.1.9.2** Test for Free Chlorine. Free Chlorine residual should be greater than or equal to the level required by other agencies to include CTI, OSHA, AWT, Manufacturer, etc.
 - 4.10.5.3.1.9.3** Document all parameters readings, times, chemical(s) used, the amount of chemical(s) used, etc.
- 4.10.5.3.1.10** Drain the system after set up of necessary equipment.
 - 4.10.5.3.1.10.1** Shut down, drain, and flush the cooling tower with water.
 - 4.10.5.3.1.10.2** Monitor all draining systems during cleaning operations.
 - 4.10.5.3.1.10.3** Prevent clogging or malfunction of all draining systems during cleaning operations.
- 4.10.5.3.1.11** Use various sized inflatable balls to plug intake pipe openings and equalizer valves to prevent debris from getting into the system during the cleaning process.
- 4.10.5.3.1.12** Clean the cooling tower from the top down.
 - 4.10.5.3.1.12.1** Use a pressure washer to clean out distribution holes and free any blockages. (Vendor shall provide pressure recommendations and type of degree nozzles that will be used for different tower components in the service plan.)
 - 4.10.5.3.1.12.2** Clean the wet deck, remove all debris and dispose of properly.
 - 4.10.5.3.1.12.3** Use an air powered foaming machine to spray a descaler on the hot deck to dissolve existing scale. When the chemical has been neutralized by the

calcium scale (minimum of 30 minutes), wash tower with a pressure washer and send the rinse byproduct to a sanitary sewer. Note any missing or damaged nozzles on report.

- 4.10.5.3.1.12.4** Clean and sanitize the fan shroud and all working parts.
- 4.10.5.3.1.12.5** Clean the fill by spraying with water, using a pressure washer to remove most of the loose sediment. Use a descaler to dissolve remaining deposits.
- 4.10.5.3.1.12.6** Clean inside of the tower. Use a descaler to dissolve remaining deposits.
- 4.10.5.3.1.12.7** Flush the sump from the outside in, washing all sediment to the center of the cooling tower. Use a screen over the drain to prevent large debris from clogging the drain. Use a wet/dry vacuum to remove all remaining debris from the sump.
- 4.10.5.3.1.12.8** Clean all system strainers and strainer housing. Replace the strainers annually during the Spring cleanout.
- 4.10.5.3.1.12.9** Use a low pressure water hose or brushes to clean the tower, floor, sump, fill, spray pans and nozzles and removable components such as access hatches, ball float, and other fittings until all surfaces are clean and free of loose materials.
- 4.10.5.3.1.12.10** Porous surfaces shall require cleaning and brushing.
- 4.10.5.3.1.12.11** Clean cracks and crevices where buildup is not reached by using chemicals or other method. Provide information to the CDDR.
- 4.10.5.3.1.12.12** Remove drift eliminators and clean thoroughly using a hose, steam, or chemical cleanser.
- 4.10.5.3.1.12.13** Check fan and air inlet screens and remove any dirt or debris.
- 4.10.5.3.1.12.14** Inspect the tower, the tower basin and holding tank for sediments and sludge, and any biological growth.
- 4.10.5.3.1.12.15** Inspect the hot decks.
- 4.10.5.3.1.13** Reassemble components.
- 4.10.5.3.1.14** Fill the basin with water. When full, chlorinate again before putting the system back online.
- 4.10.5.3.1.15** Adjust bleed, float, and valve for desired water level.
- 4.10.5.3.1.16** Add chemical treatment, including,
 - 4.10.5.3.1.16.1** Chemicals for pH adjustment.
 - 4.10.5.3.1.16.2** Disinfectant – Disinfect cooling tower after cleaning operations.
 - 4.10.5.3.1.16.3** Non-foaming chemicals, if needed.
- 4.10.5.3.1.17** Perform On-site tests, including,
 - 4.10.5.3.1.17.1** Monitor the water pH and maintain within a range of 7.5 to 8.0 or as recommended by the manufacturer. Monitor every fifteen (15) minutes for one (1) hour.

4.10.5.3.1.17.2 Monitor the Disinfectant free residual as recommended by the manufacturer or as required by other agencies to include CTI, OSHA, AWT, etc. Monitor every fifteen (15) minutes for one (1) hour.

4.10.5.3.1.18 All components and systems of the equipment shall be visually inspected. All components shall be cleaned, sealed, and adjusted according to the manufacturers' specifications and industry standards.

4.10.5.3.1.19 Check general operation of all related equipment.

4.10.5.3.1.20 Connect the cooling tower(s) to the rest of the condenser water system.

4.10.5.3.1.21 Turn back on chemical controller and re-initiate chemical feed.

4.10.5.3.1.22 Coordinate removal of lockout/tag-out with the facility representative before putting the system back online.

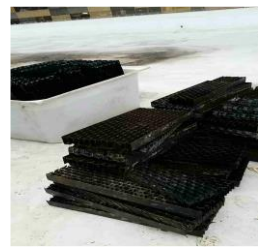
4.10.5.3.1.23 Meet with the facility representative to ensure the representative's satisfaction with the finalized results. Supply a final report to include before and after pictures.

4.10.5.3.1.24 Open any building air vents that were closed prior to the cleaning of the cooling tower(s).

4.10.5.3.1.25 Document all cleaning procedures by date and time.

4.10.5.3.2 Additional Cleaning requirements for the **International Center** location cooling towers:

4.10.5.3.2.1 Contractor shall clean the inlet-louvers using a two-step process. The first step requires Vendor to clean the inlet-louvers by removing the material(s); this can be accomplished by shaking it out or Vendor's preferred method. The second step requires Vendor to clean the inlet-louvers by dipping and/or soaking inlet-louvers in a bath of chemical solutions to adequately remove secondary materials such as scaling, algae, etc. (All cleaning equipment and chemicals are the responsibility of the Vendor).



4.10.5.3.3 City understands that some cooling tower systems cannot be cleaned due to the condition of the tower. Contractor will notify CDDR if such situation arises.

4.10.5.3.4 Contractor agrees to exercise reasonable precautions during the cleaning service and shall report any problems to the City immediately.

4.10.5.3.5 City agrees to provide to Contractor all Lock Out/Tag Out requirements for the units as well as all shut down and start-up procedures.

4.10.6 Equipment failure - should units fail under normal operating conditions and it is determined by the CDDR that the failure was due to Contractor's negligence to perform the required services; the Contractor shall service and if necessary, replace the failed parts and components, as required, at Contractor's expense.

4.10.7 Equipment changes - In the event a control system is altered, modified, changed, or if any equipment is in need of replacement, the Contractor shall provide a written explanation and estimate to the designated CDDR for any recommended work. No work will be authorized unless Contractor receives a purchase order.

4.10.8 Status Of Equipment Notification Requirements:

- 4.10.8.1** Contractor shall notify the facility CDDR of any condition that impairs the continued safe use of the equipment covered under the scope of this contract, including, but not limited to conditions which may cause injury; conditions which may cause damage to equipment; conditions which may be hazardous; and other abnormal conditions per manufacturer's and/or industry standards. The Contractor shall notify the CDDR within thirty (30) minutes of placing any equipment out of service.
- 4.10.8.2** Removal of unit from service: Removal of Equipment from service shall be coordinated with and approved by the City prior to removal. Vendor shall provide notification no less than thirty (30) minutes prior to removing equipment from service.
- 4.10.9** Annual Meeting (Held in May every year) - Contractor shall meet with the City. The scope of this meeting shall include, but shall not be limited to:
 - 4.10.9.1** A review of the previous services and call backs;
 - 4.10.9.2** A review of cleaning services;
 - 4.10.9.3** A review of any reported complaints; and
 - 4.10.9.4** A review of service reports
 - 4.10.9.5** A review of previous and new service plans.
- 4.10.10** Removal of Parts: No parts or components required for the operation of the equipment may be removed from the site without written approval from City.
- 4.10.11** Spills and other failures:
 - 4.10.11.1** The contractor shall be responsible for all clean-up costs and repairs due to any failure of Contractor's products, equipment, or services.
 - 4.10.11.2** The contractor shall collect and dispose of any and all spilled materials at Contractor's expense.

4.11 GENERAL WORK REQUIREMENTS:

- 4.11.1** Contractor shall furnish all labor, Equipment, Materials, and supplies required to comply with the solicitation.
- 4.11.2** Contractor shall perform all work in strict compliance with the requirements of the manufacturer's requirements, and all applicable federal, state, and local laws and regulations.
- 4.11.3** Contractor shall lay out the work using acceptable practices before starting any activities.
- 4.11.4** Time shall be based on actual time spent on the job site. Mileage and travel time to and from job site shall not be reimbursable under this contract. Contractor shall only invoice the City in accordance with Attachment B, Price Schedule
- 4.11.5** With regard to Other Services, 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 prices submitted in Attachment B, Price Schedule. 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's property and in accordance with Attachment B, Price Schedule.
- 4.11.6** The City reserves the right to solicit bids from other companies for Major Service calls.
- 4.11.7** Before ordering any Materials or performing any work, Contractor shall verify all requirements and shall be responsible for correctness of the same.
- 4.11.8** Parts and/or components and workmanship shall be those as recommended by the manufacturer of the Equipment, professional trade standards, and applicable codes and standards.
- 4.11.9** Contractor shall furnish to the CDDR, the manufacturer's recommended Materials, data, manuals, etc., for the Scheduled Maintenance of the cooling tower system. See 4.12 Submittals.
- 4.11.10** Contractor staff, including but not limited to, supervisor, service representatives and service technicians shall

meet and follow all City security protocols and other standards.

- 4.11.11** Contractor shall be responsible for the conduct and performance of Contractor's employees including any subcontractors.
- 4.11.12** City will provide necessary and reasonable means of access to the Equipment being serviced. Contractor shall be free to stop and start all primary Equipment incidental to the maintenance of the Equipment as necessary provided that arrangements in advance are mutually agreed upon by Contractor and the CDDR. Contractor shall furnish a detailed estimate of downtime for all services. Extended periods of Equipment shutdown at any facility shall be coordinated through CDDR.
- 4.11.13** Contractor shall provide a digital picture for any failed part(s) and/or component(s) the replacement cost of which is over a \$500.00, aggregated cost, within 24 hours of service or as required by this specification/scope of work. The City may require Contractor to produce the failed part to CDDR for inspection.
- 4.11.14** Attachment B, Price Schedule prices for all services shall reflect all associated costs including Materials and labor hours.
- 4.11.15** Contractor's forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation of this contract, in whole or in part, at City's discretion.
- 4.11.16** The work in this solicitation shall be performed while the facilities are occupied or unoccupied; therefore, Contractor shall provide the services in a manner which does not impact or interfere with occupants' daily responsibilities.

4.12 SUBMITTALS:

- 4.12.1** All submittals shall be provided in writing and/or electronic formats to the CDDR. All submittals shall be emailed directly to the CDDR.
- 4.12.2** Documentation required by Section 4.2 – Proof of Licensing and Capability, pertaining to manufacturers' certifications and other letters validating Contractor's and its technicians' qualifications shall be submitted with the proposal response in accordance with Section 4.2.
- 4.12.3** Product and Material Data for Annual Maintenance Services: Within ten (10) calendar days after notice to proceed or issuance of City Purchase Order for the Scheduled Maintenance of the solicitation, Contractor shall submit product and Material data for each type of product indicated or anticipated to be used under this solicitation to the CDDR. The product data shall include a manufacturer's printed statement of Volatile Organic Compounds content. For Other Services or other requirements, Contractors shall provide the Material data information within five (5) calendar days after notice to proceed or issuance of City Purchase Order.
- 4.12.4** Product and Material Data for Cleaning Services: Within ten (10) calendar days after notice to proceed, Contractor shall submit product and material data for each type of product indicated or anticipated to be used under this solicitation to the CDDR. The product data shall include a manufacturer's printed statement of Volatile Organic Compounds content. Contractor shall provide samples for verification, if required by City, within ten (10) calendar days after notice to proceed or issuance of City Purchase Order.
- 4.12.5** Vendor shall submit any samples for verification, if required, within ten (10) calendar days after notice to proceed or issuance of City Purchase Order.
- 4.12.6** Within fifteen (15) calendar days after contract award, Contractor shall provide an annual contract/project schedule for the period from the contract start date through September 30th to the CDDR for approval and coordination with CDDR. Contractor shall provide a new schedule by October 1st for the next fiscal year, which period begins October 1 and ends September 30. Contractor shall continue to provide schedules annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.12.7** In addition to the Invoicing and Payment terms in Section 006 - General Terms and Conditions and Attachment J – Working with COSA – Keys to faster payments, all invoices must be submitted in duplicate—one copy to CDDR and original invoices to Accounts Payable.
 - 4.12.7.1** Invoice must include Purchase Order number.
 - 4.12.7.2** Invoices must be legible.

- 4.12.7.3** Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any).
- 4.12.7.4** 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.
- 4.12.7.5** Payment by the City is deemed to be made on the date of mailing the check.
- 4.12.7.6** The following documentation shall be attached to each invoice to validate charges:
 - 4.12.7.6.1** Proof of City Permit Fees Paid (if applicable)
 - 4.12.7.6.2** Proof of final inspection
- 4.12.8** If corrections to the invoice are required to meet City's requirements, Contractor shall make the corrections within two (2) calendar days after e-mail notification from CDDR. Contractor shall provide warranty documents to the CDDR within five (5) calendar days after completion of the work.
- 4.12.9** Contractor shall provide a computerized service plan for each cooling tower before performing the services (see Maintenance Service Requirements 4.9.3 & Cleaning Service Requirements 4.10.3). Plan(s) shall be submitted to the CDDR within fifteen (15) calendar days after award. Payment for services rendered may be withheld if the reports are not submitted as specified.
- 4.12.10** Contractor shall provide manufacturer maintenance procedures (O&M Manuals as applicable) to CDDR within five (5) calendar days after completion of the work.
- 4.12.11** Contractor shall provide installation procedures to CDDR within five (5) calendar days after notice to proceed or issuance of City Purchase Order.
- 4.12.12** Contractor shall provide a comprehensive written and/or computerized service report based on each system after testing, Scheduled Maintenance and Other Services are completed in each location. The report shall advise of all inspection problems or potential problems, and include the maintenance history of all components within each system. The maintenance report, including checklists and schedules, shall be submitted to the CDDR within seven (7) calendar days after completion of the work. The report shall include photos showing condition and Equipment information. Payment may be withheld on any unit if Scheduled Maintenance is not performed and/or report is not submitted as specified.
 - 4.12.12.1** If the system does not pass a scheduled performance test, based on Equipment failure not associated with Contractor negligence, Contractor shall supply an itemized estimate cost for the corrective services to make the system functional at full load rating to the CDDR.
- 4.12.13** Contractor shall provide written safety and spill plans within fifteen (15) calendar days after award for the fiscal year. Contractor shall provide updated safety and spill plans by September 1st for the next fiscal year to CDDR, which period begins October 1 and ends September 30. Contractor shall continue to provide a safety and spill plan annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.12.14** Contractor shall provide a written Quality Control Program within fifteen (15) calendar days after award for the fiscal year. Contractor shall provide an updated Quality Control Plan by September 1st for the next fiscal year to CDDR, which period begins October 1 and ends September 30. Contractor shall continue to provide updated Quality Control Programs annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.12.15** Life Cycle Report: On an annual basis, Contractor shall provide an asset life cycle management program that conducts a full analysis of the current Equipment installation and prepares a modernization plan to improve the Equipment to modern safety, accessibility, performance, and aesthetics standards. The plan shall evaluate investment schedules and constraints to assist the CDDR with budgeting for the Equipment recommended. Contractor shall provide the first plan within sixty (60) days of contract award and September 1st of each year to CDDR. Contractor shall continue to provide Life Cycle Reports annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.12.16** Contractor shall provide digital photos of failed Parts within twenty four (24) hours of the service to the CDDR or as required by the specification/scope of work.
- 4.12.17** Contractor shall provide notification of deficiency and/or impairment of Equipment in writing within twenty four (24) hours of the service to the CDDR.

4.12.18 Contractor shall provide a list of key staff and point of contact information within fifteen (15) calendar days after award to include the required certifications and licenses for key staff to the CDDR. Contractor shall provide a list of key staff by September 1st for the next fiscal year, which period begins October 1 and ends September 30. Contractor shall continue to provide a list of key staff annually for the same period thereafter throughout the term of this contract and all renewal periods.

4.12.18.1 Contractor shall update the CDDR within five (5) calendar days of any revisions to the key staff and provide the required certifications and licenses for any new key staff.

4.12.19 Contractor shall provide test reports within ten (10) calendar days after completing the services to the CDDR.

4.12.20 Contractor shall provide inspection reports within ten (10) calendar days after completing the services to the CDDR.

4.12.21 Contractor shall provide a service log that includes each location for the previous year by September 1st for the previous year to the CDDR. Contractor shall continue to provide a service log annually for the same period thereafter throughout the term of this contract and all renewal periods.

4.12.22 Service Plan: Contractor shall provide a written service plan within fifteen (15) calendar days after contract award. The plan shall include a checklist of maintenance items, the source requiring the maintenance item, description of the item, frequency, time requirement, etc. Contractor shall provide a Scheduled Maintenance service plan by October 1st for the next fiscal year, which period begins October 1 and ends September 30. Contractor shall continue to provide Scheduled Maintenance service plans annually for the same period thereafter throughout the term of this contract and all renewal periods.

4.12.23 Contractor shall provide results of all samples taken to the CDDR within three (3) weeks.

4.13 WORK HOURS:

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

4.13.2 Overtime Work Hours: Overtime Work Hours are defined as Monday through Friday 5:01 p.m. to 7:59 a.m., all day on weekends and on City recognized holidays.

4.13.3 All work shall be coordinated with the respective CDDR or designee to ensure building access and the least amount of disruption to the building occupants at all locations.

4.13.4 All scheduled work required by this solicitation shall be scheduled during the weekends.

4.13.5 Municipal Plaza Building: Unless otherwise approved by CDDR, no work will be performed at the Municipal Plaza Building on Wednesdays or Thursdays. Any work that will cause a disruption in service shall be performed on weekends.

4.14 BUILDING RESTRICTIONS:

4.14.1 ACCESS: Contractor shall make prior arrangements with the CDDR for access to the building(s) to perform the services and obtain temporary access badges, if necessary.

4.14.2 IDENTIFICATION. Contractor's and/or subcontractors' personnel shall present a professional appearance and be readily identifiable to City staff when called out, to perform work under this contract. Contractor shall have the following:

4.14.2.1 Vehicle(s) with Contractor's Logo

4.14.2.2 Contractor Uniforms or Company Logo Apparel. Contractor's personnel shall present a neat appearance and be easily recognizable as a Contractor employee. This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges which contain the company's name and employee's name. Contractor's uniforms shall be clean, unstained, well-fitting, and in good order. Shoes shall be sturdy construction and shall cover the foot to meet any required sanitation and safety requirements. Open-toed shoes,

sneakers, sandals, and heels higher than two inches shall not be worn.

4.14.2.3 ID Badges. Contractor's employees and subcontractors performing work under this contract shall wear ID Badges at all times while performing work under this contract. Badge content must be approved by City. As a minimum, badges shall contain name of Contractor, the technician and name of Contractor performing the work (if different).

4.14.3 PARKING: Contractor shall make arrangements with the CDDR prior to off-loading tools and equipment at the job site. Contractor shall park only in spaces assigned by the CDDR.

4.14.4 Contractor shall park only in designated parking spaces when performing services at any location. Contractor shall park vehicle and equipment legally and pay all associated costs for parking, if applicable. The City will not be responsible for any violations, fines, or tickets incurred by Contractor.

4.14.5 RESTROOMS: Restrooms shall not be used for washing of tools and equipment.

4.14.6 SECURITY: Contractor shall provide a list of all Contractor personnel or subcontractors at each job site and comply with all security measures required by the City. Contractor personnel shall follow all required security standards and procedures to gain access to the facilities.

4.14.7 Criminal Background Checks:

4.14.7.1 Contractor is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. Contractor shall retain all employee records, including any criminal background checks, for the retention period stated in section 006-General Terms and Conditions..

4.14.7.2 Contractor shall remove an employee from service under this contract should Contractor become aware that the employee has been convicted of a crime as described in its background check policy.

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

4.14.7.4 In order to conduct periodic contract compliance reviews, and to the extent permitted by law, City may request or review background check results at any time. Contractor shall provide copies of the requested information, or access thereto in San Antonio, Texas, and shall obtain authorization for the disclosure from the employee at time of hire, 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.

4.14.7.5 Contractor will be providing services under this contract for facilities with access to Criminal Justice Information Services (CJIS). Persons with any of the criminal histories shown below are not allowed unescorted access to CJIS Facilities. Since City staff have their own responsibilities, Contractor's employees providing services to CJIS facilities must pass this criminal background check to provide services in these facilities.

4.14.7.5.1 Felony conviction – permanent disqualifier

4.14.7.5.2 Felony deferred adjudication – permanent disqualifier

4.14.7.5.3 Class A misdemeanor conviction - permanent disqualifier

4.14.7.5.4 Class A misdemeanor deferred adjudication - permanent disqualifier

4.14.7.5.5 Class B misdemeanor conviction – disqualifier for 10 years

4.14.7.5.6 Class B misdemeanor deferred adjudication - disqualifier for 10 years

4.14.7.5.7 Open arrest for any criminal offense (felony or misdemeanor) – disqualifier until disposition

4.14.7.5.8 Family violence conviction - permanent disqualifier

4.14.7.6 Security Addendum for Criminal Justice Information Services (CJIS). Contractor will be required to provide services to City departments that perform criminal justice services. Criminal Justice Agencies, such as the San Antonio Police Department, are required to comply with the security requirements managed by the Federal Bureau of Investigations (FBI) and state agencies, such as the Texas Department of Public Safety. The federal Criminal Justice Information Services Security Policy (Policy) applies to every individual, Contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Contractor shall comply with the Policy and shall execute the CJIS Security Addendum attached to this agreement. Contractor's employees or agents who are subject to the Policy will be required to sign a Contractor Employee Certification and be fingerprinted. All costs associated with compliance with the CJIS Policy shall be borne by Contractor. Contractor shall comply with any changes made to the security requirements by law. Refer to Attachment I – CJIS Addendum.

4.14.7.7 For access to CJIS governed facilities, Contractor is advised that on-line CJIS training for Level 1 access to CJIS governed facilities is available. The training must be scheduled through SAPD. The ID unit at SAPD must be contacted regarding the fingerprint application process, so that the background check can be performed prior to attending the training to determine whether the individual passes or fails the background check. Costs of training, time spent in training, fingerprinting, background checks and time spent in training shall be borne solely by Contractor.

4.15 WARRANTY:

4.15.1 Contractor shall warrant that work performed conforms to the solicitation requirements and is free of any defect in Equipment, Material, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. All work provided by Contractor shall be warranted for a minimum period of one (1) year from the date of final acceptance of the work.

4.15.2 PERFORMANCE WARRANTY: Work performed under the solicitation shall meet all applicable standards and codes. Contractor shall guarantee all work against any defects in workmanship, and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon date of acceptance by the City.

4.15.3 MATERIAL WARRANTY: Materials provided shall be in current production, as offered to commercial trade, and shall be of quality Material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE. Materials shall be warranted against Material defects and defects in workmanship for a period of not less than one (1) year and shall cover 100 percent Parts, labor and shipping. The warranty period shall commence upon date of acceptance by the City. If the manufacturer's standard warranty period exceeds one (1) year, then the warranty period hereunder shall be the length of the manufacturer's warranty. Contractor shall be ultimately responsible for the warranty. Contractor shall provide the CDDR or designee with all manufacturers' warranty documents upon completion of service prior to leaving the job site.

4.15.4 All work performed by Contractor under the terms of this contract shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. In accordance with Section 006 – General Terms & Conditions, Invoicing and Payment, Payment by City, City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Director. City shall have the right to terminate this Contract, in accordance with Section 006 – General Terms & Conditions, Termination. However, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

4.16 UNSATISFACTORY PERFORMANCE:

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

4.16.2 "Call Back" to correct the previous services.

- 4.16.3 Contractor personnel assigned does not have the skill or knowledge to diagnose the problem or perform the required services.
- 4.16.4 Contractor does not provide submittals as required by the solicitation.
- 4.16.5 Contractor does not complete the work as required by the solicitation.
- 4.16.6 Contractor does not provide invoices as required by the solicitation.
- 4.16.7 Contractor does not meet the project schedule as required by the solicitation.
- 4.16.8 Contractor does not meet performance requirements as required by the solicitation.
- 4.16.9 Contractor does not meet contract and City Department meeting requirements as required by the solicitation.
- 4.16.10 Contractor does not meet documentation requirements as required by the solicitation.
- 4.16.11 Parts, maintenance procedures, and workmanship provided by Contractor shall be those as recommended by the manufacturer of the Equipment, and professional trade standards. Failure of Contractor to produce quality service under the terms established in this specification/scope of work may result in the termination of the contract by City.
- 4.16.12 Contractor does not have an effective and efficient Quality Control Program as required by the solicitation.

4.17 DELIVERY, STORAGE AND HANDLING REQUIREMENTS:

- 4.17.1 Materials shall be delivered to the job site by Contractor and the quantity shall be sufficient to provide services.
- 4.17.2 Materials shall be protected from the environment.
- 4.17.3 Due to the size of mechanical rooms, Contractor shall not store Materials, Parts and/or components without written authorization from CDDR.
- 4.17.4 Contractor shall not allow chemicals and/or materials to be shipped directly to any City facility for storage. All materials, products and chemicals shall be received by the contractor at its designated location by its own staff. City staff will not accept or transport any materials, products or chemicals on behalf of Contractor.

4.18 QUALITY CONTROL PROGRAM:

- 4.18.1 Only trained and certified Contractor technicians shall be used to provide services.
- 4.18.2 Only products shipped directly from manufacturer, or an approved distributor shall be used for this contract.
- 4.18.3 Contractor shall ensure that quality standards are met during and after all services.
- 4.18.4 All services shall meet codes and manufactures standards.
- 4.18.5 Contractor is responsible for quality services and quality control procedures.
- 4.18.6 Contractor shall provide a report that shows requirements were met.
- 4.18.7 The program shall meet ISO 9001 and/or similar standards.

4.19 SERVICES AND RESPONSE TIME:

- 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 week, weekend, and holidays.
- 4.19.3 Contractor shall provide name and phone number of the technician providing the services and ticket number or service number.
- 4.19.4 Parts and/or components for Other Services shall be at Contractor's cost plus markup per price schedule. Contractor shall provide copies of receipts for all Parts and supplies to the CDDR with the service invoice.
- 4.19.5 **SCHEDULED MAINTENANCE SERVICE:** Contractor shall perform the Scheduled Maintenance on the

scheduled date. If unforeseen conditions arise, (example bad weather during the scheduled date) on the initial proposed scheduled date, Contractor shall notify CDDR via email or phone call. The rescheduled service shall be performed within fourteen (14) calendar days of the original Scheduled Maintenance date.

4.19.6 EMERGENCY SERVICE:

- 4.19.6.1** Contractor shall call back the CDDR within fifteen (15) minutes of receipt of phone call or email from CDDR.
- 4.19.6.2** Contractor technician shall respond on site within one (1) hour of Contractor's receiving the notification during both Normal Working Hours and Overtime Hours.
- 4.19.6.3** If an inspection reveals a problem exists in the Equipment, which is attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, the total cost of the Emergency Service visit, including Parts and labor, shall be borne by Contractor, and no additional charge will be authorized by the City. If the problem is not attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, then Contractor shall invoice the City based on labor rates and Parts upcharge per Attachment B, Price Schedule.
- 4.19.6.4** 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.
- 4.19.6.5** Contractor shall not begin any work unless specifically requested by the CDDR in writing by issuance of a purchase order or by an email from CDDR. After a request by email, a purchase order will be provided by CDDR within seven (7) business days after receipt of proposal. Contractor shall provide a quotation of the work to be performed with an estimated cost for service calls within twenty four (24) hours from the time of arrival to the site for Emergency Service calls. This work shall be billed in accordance with labor and Parts charges listed on the Price Schedule. The City will not pay for any unauthorized Parts or labor charges. Contractor shall submit invoices for Emergency Service work with the City's purchase order number reflected on the invoice.
- 4.19.6.6** Some emergencies are of such a nature that it is impossible to wait for issuance of a purchase order or creation of an estimate. The CDDR will determine which situations fall under these circumstances and Contractor shall provide the services needed as directed.
- 4.19.6.7** Equipment Parts and/or components shall be charged at cost plus markup per the price schedule. Contractor shall provide copies of receipts for all Parts and supplies to the CDDR with the service invoice.
- 4.19.6.8** The work shall be completed the same day of the notification, but not to exceed twenty four (24) hours from the time of arrival to the site. If work cannot be completed during the same day of the notification due to unavailability of Materials, Contractor shall get the system operational using temporary methods if possible. The contractor shall order Materials within four (4) hours and shall receive Materials within twenty four (24) hours of the initial notification. The Equipment shall be back to normal operations within forty eight (48) hours of the initial notification. If these requirements cannot be met, Contractor shall provide documentation to the CDDR for evaluation and a final completion date. The information shall be provided within two (2) hours from the time of arrival to the site.

4.19.7 URGENT SERVICES:

- 4.19.7.1** Contractor shall call back the CDDR within fifteen (15) minutes of receipt of phone call or email from CDDR.
- 4.19.7.2** Contractor technician shall respond on site within two (2) hours of Contractor's receiving the notification during both Normal Working Hours and Overtime Hours.

- 4.19.7.3** If an inspection reveals a problem exists in the Equipment which is attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, the total cost of the Urgent Service visit, including Parts and/or components and labor, shall be borne by Contractor, and no additional charge will be authorized by the City. If the problem is not attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, then Contractor shall invoice the City based on labor rates and Parts upcharge per Attachment B, Price Schedule.
- 4.19.7.4** The work shall be completed the same day of the notification. If work cannot be completed during the same day of the notification due to unavailability of Materials, the work shall be completed, within seven (7) calendar days of receipt of notification. All requirements shall be identified within twenty four (24) hours of the notification. Material requirements shall be processed and ordered within twenty four (24) hours of receipt of notification. Contractor shall receive Materials within three (3) days of receipt of notification. If these requirements cannot be met, Contractor shall provide documentation to the CDDR for evaluation and a final completion date. All work shall be completed within seven (7) calendar days after notification. If these requirements cannot be met, Contractor shall provide documentation to the CDDR for evaluation and a final completion date.
- 4.19.7.5** Contractor shall not begin any work unless specifically requested by the CDDR in writing by issuance of a purchase order or by an email from the CDDR. After a request by email, a purchase order will be provided by CDDR within seven (7) working days. Contractor shall provide a quotation of the work to be performed with an estimated cost for repair within twenty four (24) hours of the request.
- 4.19.7.6** Equipment Parts and/or components shall be charged at cost plus markup per the price schedule. Contractor shall provide copies of receipts for all Parts and supplies to the CDDR with the service invoice.

4.19.8 ROUTINE SERVICE:

- 4.19.8.1** Contractor shall call back the CDDR within fifteen (15) minutes of receipt of phone call or email from CDDR.
- 4.19.8.2** Contractor technician shall respond on site within four (4) hours of Contractor's receiving the notification during Normal Working Hours.
- 4.19.8.3** If an inspection reveals a problem exists in the Equipment which is attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, the total cost of the Routine Service visit, including Parts and/or components and labor, shall be borne by Contractor, and no additional charge will be authorized by the City. If the problem is not attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, then Contractor shall invoice the City based on labor rates and Parts upcharge per Attachment B, Price Schedule.
- 4.19.8.4** Equipment Parts and/or components shall be charged at cost plus markup per the price schedule. Contractor shall provide copies of receipts for all Parts and supplies to the CDDR with the service invoice.
- 4.19.8.5** The work shall be completed the same day of the notification. If work cannot be completed during the same day of the notification due to unavailability of Materials, the work shall be accomplished within fourteen (14) calendar days after identifying the Materials and other requirements and with City's approval. All requirements shall be identified within twenty four (24) hours of the notification. Material requirements shall be processed and ordered within twenty four (24) hours of receipt of notification. Contractor shall receive Materials within seven (7) days of the notification. If these requirements cannot be met, Contractor shall provide documentation to the CDDR for evaluation and a final completion date.
- 4.19.8.6** Contractor shall not begin any work other than Scheduled Maintenance, unless specifically requested by the CDDR in writing by issuance of a purchase order or by a request in writing by email from CDDR. Contractor shall provide a quotation of the work to be performed with an estimated cost for service calls within twenty four (24) hours of the request.

4.19.9 CALL BACKS AND RESPONSE TIME: Call backs are returns for inspections or service for an incident that City previously requested, and for which Contractor previously reported having completed the services. Call back service is included at no additional cost to City. Call back response time shall be in accordance with an Emergency Service call.

4.20 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. Therefore, it is imperative that Contractor respond to City's requests for service in a timely manner and complete all Scheduled Maintenance and Other Services repairs within the time periods provided.

4.20.2 The City may invoke Service Credits if Contractor fails to return a call for service within the 15 minute response period, or fails to respond on site to a request for service within four (4) hours for routine calls, two (2) hours for urgent calls, or one (1) hour for an Emergency Call. The applicable respective four-hour (4), two-hour (2) or one- hour (1) period starts when Contractor receives notification from the CDDR via a service call. Contractor shall be deemed to have received the service call or email at the time it is sent by City

4.20.3 City may also invoke Service Credits if Contractor fails to: (a) complete rescheduled Maintenance Service within fourteen (14) calendar days of the originally scheduled maintenance date; (b) provide a quotation of the work to be performed with an estimated cost for repair within twenty four (24) hours of the request, or, in the case of Emergency Requests, within the same business day; (c) complete Routine Service requests within fifteen (15) 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; and (e) complete Emergency Service requests within twenty- four (24) hours after receipt of City's purchase order or notice to proceed by email if work cannot be completed during the same day of notification due to unavailability of Materials.

4.20.3.1 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 work at another specified time, in which case the service credit will not be invoked. The service credit does not apply to Force Majeure conditions, or when units are taken out of service to accomplish pre-planned, City approved activities.

4.20.5 The Service Credit is \$50.00 per hour or fraction of an hour, for each failure to meet a required response time, failure to provide a quotation of the work to be performed within the required period, and for each failure to complete repairs within the required period, and continues to accrue until such time as Contractor responds, provides the quotation, or completes the repair, as applicable. Acceptable operation of Equipment must be verified by the CDDR for repairs to be considered completed.

4.20.6 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 Scheduled Maintenance, negligence, or failure to meet the response times indicated herein. Contractor is responsible for ensuring that the CDDR is made aware of these situations within thirty (30) minutes of arrival.

4.20.7 The Service Credits apply to Equipment and related components separately; therefore, simultaneous breakdowns of several units may invoke multiple Service Credits. However, Service Credits shall not be applied in such a manner that would result in Contractor paying double or multiple credits for one item of Equipment that is inoperable.

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

other things, may be utilized to perform required services.

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

4.21 SPECIAL CONDITIONS:

- 4.21.1** Contractor will not be responsible to install additional Equipment that may be required or recommended by insurance companies, governmental agencies, or others.
- 4.21.2** If at any time, after the date of the proposal, Contractor reduces the comparable price of any article or service covered by this contract to customers other than City, the price to City for articles or services shall be reduced proportionately. Such reductions shall be effective at the same time and in the same manner as the reduction in price to customers other than the City. In addition to invoicing at the reduced prices, Contractor shall furnish promptly to City complete information as to such reductions.
- 4.21.3** City reserves the right to make, or cause to be made, inspections and tests whenever it deems advisable or necessary to ascertain that the requirements of this specification/scope of work are being fulfilled. Contractor agrees to furnish personnel to accompany City and/or its representatives during such inspections at no cost to the City. Deficiencies noted shall be submitted in writing to Contractor. Contractor shall, promptly (within ten (10) calendar days, unless otherwise agreed), correct deficiencies covered under the terms of this specification/scope of work at Contractor's expense.
- 4.21.4** Should Contractor require remote monitoring of the Equipment to facilitate its maintenance program, Contractor must first receive approval in writing from CDDR; all related installation and maintenance costs shall be at Contractor's sole expense.
- 4.21.5** Contractor shall pay for all state and/or local inspection fees with regard to operation of Equipment covered by this specification/scope of work.
- 4.21.6** The City may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from the City. Contractor agrees:
 - 4.21.6.1** To treat, and to obligate Contractor's employees, subcontractors and suppliers to treat as confidential all such information whether or not identified by the City as confidential.
 - 4.21.6.2** Not to disclose any such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of the City to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining the City's written approval, except to the extent necessary in connection with performing Services or when required by law.
- 4.21.7** Contractor shall not, in the course of performance of this specification/scope of work, or thereafter, use or permit the use of the City name or the name of any affiliate of the City, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other Materials prepared by or on behalf of Contractor without the prior written approval of the City, as applicable.
- 4.21.8** Contractor shall complete any required Scheduled Maintenance, service calls, repair and/or replacement of all defective Parts prior to the end of the contract period. In the event this is not accomplished prior to completion of contract, the City reserves the right to procure the service elsewhere and charge Contractor for the difference in cost of such services. Contractor shall pay the said sum within twenty (20) calendar days of receipt of the City's notice. This provision shall survive termination of this agreement.
- 4.21.9** Contractor shall complete any cleaning services prior to the end of the contract period. In the event this is not accomplished prior to completion of contract, the City reserves the right to procure the service elsewhere and charge Contractor for the difference in cost of such services. Contractor shall pay the said sum within twenty (20) calendar days of receipt of the City's notice.
- 4.21.10** Electrical Component, Devices, and Accessories: All components, devices, and accessories shall be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to the Authority Having Jurisdiction (AHJ) and marked for intended use. All electrical work shall be performed by an electrical Contractor licensed in the State of Texas. If repairs are needed that require the work of a licensed electrical Contractor, Contractor will provide City with an estimate of the cost, including the cost of the licensed electrician. City shall have the option to allow Contractor to proceed with the work or may procure the electrical services separately.
- 4.21.11** Plumbing Component, Devices, and Accessories: All components, devices, and accessories shall be listed and labeled as defined in the International Plumbing Code, by a testing agency acceptable to the AHJ and marked for intended use. All plumbing work shall be performed by plumbing Contractor licensed in the

State of Texas. If repairs are needed that require the work of a licensed plumbing Contractor, Contractor will provide City with an estimate of the cost, including the cost of the licensed plumber. City shall have the option to allow Contractor to proceed with the work or may procure the plumbing services separately.

4.21.12 Contractor shall solve problems:

4.21.12.1 To solve any specific problem, and at the request of the CDDR, Contractor shall provide analysis reports. Analysis reports shall be submitted, within ten (10) days from the date of collection, to the CDDR.

4.21.12.2 Research, Laboratory Back-Up and Problem Solving - Contractor shall have an in-house laboratory or access to a contract laboratory capable of assisting in solutions of problems that may cause loss of efficiency or Equipment damage.

4.21.12.3 All lab costs for problem-solving and/or any other required analysis, as may be requested by the CDDR, shall be at Contractor's expense as included in the prices stated in Attachment B, Price Schedule. This includes any research or lab costs, whether at Contractor's in-house lab or at a lab outside Contractor's facility.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract or January 1, 2024, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. The contract shall terminate on December 31, 2026.

Renewals:

At City's option, this Contract may be renewed under the same terms and conditions for two (2) additional (1) year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding, 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 months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding, therefor.

Temporary Contract Pending Award of Contract by City Council

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

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

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

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

Force Majeure.

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

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: CWUR0300SA0, 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. Price adjustments are not automatic. Vendor must submit a written request for a price adjustment to the Finance Department. Requests must be received by the Finance Department at least 60 days prior to the date the price adjustment is to take effect. If City does not wish to accept the price adjustment, City may terminate the contract for convenience.

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

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

Catalog Updates.

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

Insurance

Prior to the commencement of any work under this Agreement,, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Building and Equipment Services Department (BESD). The certificate must be:

- clearly labeled with the legal name of the event 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 BESD. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, 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 CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

INSURANCE TYPE	LIMITS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability *e. Independent Contractors	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
*5. Environmental Insurance –(Contractor's Pollution Liability (Claims-made coverage)	\$1,000,000 per occurrence; \$2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation.
*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 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio
Building and Equipment Services Department
PO Box 839976
San Antonio, TX 78228

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

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

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

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

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

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

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

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

Proposal Bonds:

Contractor must submit a proposal bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of **\$10,000.00**. The Proposal Bond shall be valid for 180 days following the deadline for submission of bids. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any proposals received without a Proposal Bond will be disqualified.

For electronic submissions, Respondent must provide the original Proposal Bond to the **City of San Antonio Finance Department, Purchasing Division, [Annual Contract for Cooling Tower Maintenance, Inspection, Cleaning, and Repair Service; RFCSP 23-099; 6100016928], P.O. Box 839966, San Antonio, Texas 78283-3966 or City of San Antonio Finance Department, Purchasing Division, [Annual Contract for Cooling Tower Maintenance, Inspection, Cleaning, and Repair Service; RFCSP 23-099; 6100016928], 100 West Houston St., Print & Mail Center, San Antonio, Texas 78205** prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent's electronic submission through the SAePS Portal.

Performance Bond:

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

Workers' Compensation:

Definitions:

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

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

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

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

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

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

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

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

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

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter. The contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

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

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

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

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

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

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

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

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

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

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

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

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

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

Incorporation of Attachments.

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

- Attachment A - Part One - General Information
- 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 - Certificate of Interested Parties (Form 1295)
- Attachment F - Small Business Economic Development Advocacy (SBEDA) Program
- Attachment G - City of San Antonio Subcontractor/Supplier Utilization Plan
- Attachment H - Veteran Owned Small Business Preference Program (VOSBPP) Tracking Form
- Attachment I - Criminal Justice Information Services (CJIS) Addendum
- Attachment J - Working with COSA – Keys to Faster Payment
- Attachment K - Equipment List
- Attachment L - Equipment Photos
- Attachment M - Pre-submittal Conference Agenda
- Attachment N - Proposal Checklist

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

accounts.payable@sanantonio.gov

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

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

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

Information Required on Invoice.

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

Payment by City.

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

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

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

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee,

transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

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

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

Records Retention.

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

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

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

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this bid and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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 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.

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. 6100016928

Signature of Person Authorized to Sign Proposal

008 - STANDARD DEFINITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

1. Respondent Information: Provide the following information regarding the Respondent.

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

Respondent Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

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

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

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

☐ Partnership

☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit

Also, check one: ☐ Domestic ☐ Foreign

☐ Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ____ No ____

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. Previous Contracts:

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

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

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

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

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

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

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

REFERENCES

Provide three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to within the past three (3) years. The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below of the references you have submitted.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past five years. Identify associated results or impacts of the project/work performed and provide summary of equipment that were maintained by the vendor.
2. For evaluation purposes, Contractor shall submit a list of service contracts within the last ten (10) years and/or current contracts and list any names under which the organization has performed business within the last five (5) years.
 - a. **The Contractor shall provide with proposal response a list of at least five (5) references** for which equipment services of the same type and to the same degree was provided within the last ten (10) 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 for evaluation purposes, a resume of experience of the assigned foreman and service personnel. Contractor shall provide a list of other name(s) under which organization has done business within the last five (5) years. **Failure to submit a list of references may cause bid 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 bid.
3. Describe Respondent's specific experience with public entities, and large municipalities with contracts of similar scope. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past. Provide detailed information of joint venture's and/or sub-contractors responsibility within the contract.
6. Provide Respondent's technician's factory trained certifications for maintenance services to accomplish maintenance inspections per scope of work.
7. Provide documentation certifying technicians are OSHA work environment certifications, and chemical usage safety training.
8. Has Respondent's firm been in existence for ten (10) years? Fully describe Respondent's company and experience as it relates to the following:
 - a. History of company (to include number of years/months in business);
 - b. History of company operations and types of services performed over the past ten years;
9. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope. To include but not limited to:
 - a. Supply documentation confirming technician's experience of at least ten (10) years of experience maintaining and cleaning HVAC Cooling Towers of capacity not less than 200 tons. All technicians under this contract shall be certified per federal, code, state, and local regulations for related work.
 - b. Provide Respondent's technicians certification to work with chemicals used in this solicitation.
 - c. Provide Respondent's manufacturers equipment certification as an authorized service provider.
10. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.

11. Additional Information: Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
12. Provide Respondent's Quality Control Program standards.
13. Provide Respondent's continue education program.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Cooling Towers Scheduled Maintenance and Other Services Plans – Prepare and submit narrative responses to address the following items.

1. **Ramp Up Plan** – Describe how Respondent will ramp up to meet the Building Equipment Services Department (BESD) Cooling Towers scheduled maintenance, cleaning and other services requirements and implement contract upon award. Provide information such as staffing, availability of parts, preventive maintenance and other services, and customer service. Provide an implementation timeline beginning upon notice of award for Respondent to be able to mobilize.
2. **Staffing Plan** – Describe Respondent's Staffing Plan to provide the required services by the specification/scope of work for Cooling Towers listed in the solicitation.

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

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

- a. Describe the number of Respondent's proposed team members and associated roles/responsibilities that will be assigned to the contract.
- b. Describe Respondent's current capacity to serve the contractual duties of this contract as well as additional capacity that you will need as a result of this contract. If additional resources are needed, describe in detail your plan for acquiring these resources. Pictures or lists of equipment/resources readily available to perform required services may be used to expand or clarify. Provide listing and quantity of Respondent's current equipment/materials and resources to perform scope of services.
- c. Describe process for performing Criminal Background Checks on all employees and retention procedure for maintaining background checks.
- d. Describe Respondent's plan for providing service during regular business-hours and after-hours, weekends,
- e. Provide Respondent's Contact Information: Regular Business-Hours and After-Hours, including weekends, and

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

holidays:

3. **Organization Plan** – Provide an example of your organization plan and the staff that will provide the different services under this contract.
 - a. Organizational charts
 - b. Schedules
 - c. Technical level and certification
 - d. Services
 - e. Explain Respondent's staff roles and responsibilities.

4. **Scope of Project** – Describe Respondent’s plan to manage Cooling Towers scheduled maintenance and other services for Building Equipment Services Department as required by the specification/scope of work. Describe Respondent’s current capacity to serve the contractual duties of this contract as well as additional capacity that may be required as a result of this annual contract. If additional resources and staff are needed, describe in detail your plan for acquiring these resources.
5. **Response Plan** – Describe Respondent’s response plan for Emergency, Urgent and Routine service calls. Indicate how Respondent will meet the required minimum response time for each service call. Include information on how Respondent meets (or will meet) the requirement to (establish) maintain an office that allows the required response.
 - a. Explain Respondent’s plan to meet multiple service calls and continue with the scheduled maintenance requirements.
 - b. Explain Respondent’s plan to meet technician certification requirements for all services.
 - c. Explain Respondent’s plan so tools and/or materials are not a limiting factor to meet multiple service requirements.
6. **Scheduled Maintenance Plan** – Describe Respondent’s proposed plan to conduct operations, including service categories, specific tasks, staff assigned, and schedule of events.
 - a. Describe Respondent’s plan to meet scheduled maintenance and other services of the Cooling Towers throughout the term of the contract as required by the specifications/scope of work. Identify tasks and schedules. Provide written procedures of all maintenance tasks to be performed.
 - b. Respondent shall include a copy of the proposed scheduled maintenance and proposed schedule for BESD Cooling Towers.
 - c. Respondent shall include a sample copy of the service report for BESD Cooling Towers.
 - d. Respondent shall include a sample copy of the service and call back logs for BESD Cooling Towers.
 - e. Indicate how Respondent distinguishes minor services from major services.
 - f. Explain Respondent’s plan to develop a Scheduled Maintenance Plan.
 - i. Identified the standards that shall be used for Plan
 - g. Explain Respondent’s plan for documentation of all services required by the specification/scope of work.
 - ii. Provide examples of service plans, service reports, service logs, life cycle analysis reports and other documentation.
 - h. Explain Respondent’s plan to develop annual Life Cycle Analysis Reports and service calls that will be used to support the information in the report.
 - i. Explain Respondent’s plan to meet warranty requirements.
 - j. Explain Respondent’s plan to meet Maintenance documentation requirements.
 - k. Explain Respondent’s plan to get technical support for services that would require support from manufacturers or other organizations.
7. **Quality Control (QC) Program** – Describe Respondent’s current QC Program to include procedures and personnel utilized for quality control, contract performance deficiencies and problem resolution, self-assessment, interaction with City Staff, and control of subcontractors’ performance, if any. Explain how your current procedures meet the needs of your current customers.
 - a. Provide Respondent’s proposed plan to address City Staff performance issues.
 - b. Explain Respondent’s plan to use industry standards to meet quality requirements.
 - c. Explain Respondent’s plan to provide quality documentation that meet the specification/scope of work requirements.
 - d. Explain Respondent’s plan to provide accurate and timely invoices.
 - e. Explain Respondent’s plan to use service calls, equipment information and call backs to improve equipment usable life, energy and water conservations, efficiency, operation effectiveness, reliability; staffing; schedule maintenance plan, etc..
 - f. Explain Respondent’s plan to perform quality and safety inspections.
 - g. Explain Respondent’s plan to address erroneous troubleshooting and service recommendation.
8. **Customer Service Plan** – Describe Respondent customer service plan and discuss lines of communication and interaction with City Staff and others.

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

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

Account Representative Information:

Awarded Contractor(s) Account Representative:	
Name:	
Title:	
Office Location:	
Mailing Address:	
Fax #	
Email:	
Office Phone:	Cell Phone:

Service Request Information:

Service request shall be placed via (check all that apply): _____ Phone _____ Fax _____ Email

Contact Person:	
Phone:	
Fax Number:	
Email:	

9. **Safety and Spill Plan** – Describe how Respondent will implement a Safety and Spill Plan for the contract, including plan to address work hazard assessment and employee injuries and accidents.
10. **Training Plan** – Describe Respondent's training and instruction programs that Respondent will provide to its employees assigned to perform this contract to keep employees' skills current. Describe how continuing education/training will be provided especially as relevant to the various makers and models of equipment in the facilities inventory.
11. The City has implemented Ready to Work which is an education and job placement program. Respondents can learn more about this initiative at Ready to Work (sanantonio.gov) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.

RFCSP ATTACHMENT B

PRICE SCHEDULE

Respondent's proposal must be based on the proposed contract term, including renewal periods, stated in this RFCSP. Proposing a different term of contract, or renewal terms may lead to disqualification of Respondent's proposal from consideration. As such, Respondent must provide pricing in the manner set forth in the RFCSP's Price Schedule. Failure to do so may lead to disqualification of Respondent's proposal from consideration.

Respondents shall submit a price for ALL line items to be considered responsive. No partial bid submissions will be accepted. The following pricing will be considered during the rating of submittals and will become a part of the contract upon selection. Line items marked by Respondent as: "Included" or "\$0.00" will be deemed to be offered at "NO CHARGE".

Annual Maintenance Services

Item #	Location	Estimated Hours to Perform Annual Maintenance Service (for all Towers)	Total Annual Cost to Perform Annual Maintenance Service (for all Towers)
1A	Municipal Plaza (2 towers at this location)		\$
1B	Municipal Courts - Frank D. Wing (2 towers at this location)		\$
1C	Public Safety Headquarters - PSHQ (2 towers at this location)		\$
1D	International Building (2 towers at this location)		\$
1E	City Tower (3 towers at this location)		\$

Additional Equipment Added

Item	Description – Additional Equipment added during the term of the contract (Pricing is “per tower”)	Estimated Hours to Perform Annual Maintenance Service (per tower)	Total Annual Cost to Perform Annual
1F	200 tons up to 500 tons		\$
1G	500 tons and higher		\$

Cleaning Services

Item #	Location	Estimated Hours to Perform Cleaning Services	Total Price For Spring Service Per Location (A)	Total Price For Fall Service Per Location (B)	Total Annual Price (C) (A + B = C)
2A	Municipal Plaza (2 towers at this location)		\$	\$	\$
2B	Municipal Courts - Frank D. Wing (2 towers at this location)		\$	\$	\$
2C	Public Safety Headquarters - PSHQ (2 towers at this location)		\$	\$	\$
2D	International Building (2 towers at this location)		\$	\$	\$
2E	City Tower (3 towers at this location)		\$	\$	\$

Additional Equipment Added			
Item	Description – Additional Equipment added during the term of the contract (Pricing is “per tower”)	Estimated Hours to Perform Cleaning Services (per tower)	Total Annual Cost to Perform Each Cleaning Service (Spring and Fall) (per tower)
2F	200 tons up to 500 tons		
2G	500 tons and higher		

Hourly Rates for				
Item #	Description -Hourly Rates for Other Services/Repairs	Estimated Hours per Year		Cost per Hour
3A	Mechanic - Normal Hourly Rate	30		\$
3B	Helper - Normal Hourly Rate	30		\$
3C	Mechanic - Overtime Hourly Rates	30		\$
3D	Helper - Overtime Hourly Rates	30		\$

Equipment Parts for Other Services/Repairs		
Item	Description	Cost Plus
4A	Service Parts - Mark Up Cost Bid Prices for parts shall be submitted on percentage of vendor cost. Evidence of said cost shall be submitted with invoice for each service. Proof of costs shall be printed, properly identified and dated.	%

PROMPT PAYMENT DISCOUNT:

Prompt Payment Discount _____% _____days (If no discount offered, Net 30 will apply)

RFCSP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

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

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

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

RFCSP ATTACHMENT D
LITIGATION DISCLOSURE FORM

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

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

Yes ____ No ____

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

Yes ____ No ____

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

Yes ____ No ____

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

RFCSP ATTACHMENT E

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

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

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

Print your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert “City of San Antonio”. Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g., IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

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

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

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

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

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

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

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

RFCSP ATTACHMENT F

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

Posted as a separate attachment

RFCSP ATTACHMENT G

CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

Posted as a separate attachment

RFCSP ATTACHMENT H

VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM

Posted as a separate attachment

RFCSP ATTACHMENT I

CRIMINAL JUSTICE INFORMATION SERVICES ADDENDUM

Post as a separate attachment

ATTACHMENT J

WORKING WITH COSA – KEYS TO FASTER PAYMENTS

Posted as a separate attachment

RFCSP ATTACHMENT K

EQUIPMENT LIST

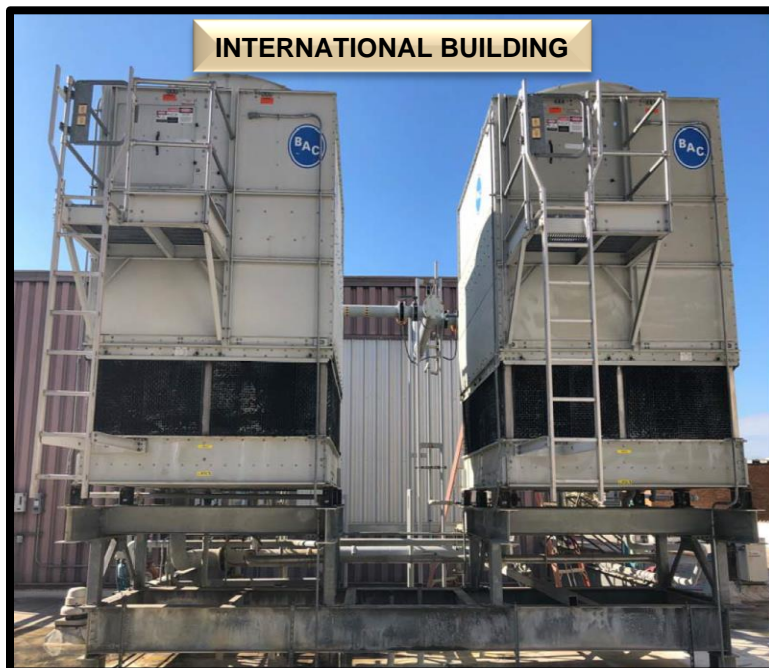
#	LOCATION & ADDRESS	QUANTITY OF TOWERS	EQUIPMENT
1	Municipal Plaza 114 W. Commerce St. San Antonio, TX 78205	2	Manufacturer: Marley SPX
			Model: Quadraflow 21202
			Tonnage: 212
2	Municipal Courts – Frank D. Wing 401 S. Frio St. San Antonio, TX 78207	2	Manufacturer: Marley SPX
			Model: AV600023
			Tonnage: 230
3	Public Safety Head Quarters 315 S. Santa Rosa St. San Antonio, TX 78207	2	Manufacturer: Marley SPX
			Model: NC8403BM
			Tonnage: 269
4	International Building 203 S. St. Mary's Street San Antonio, TX 78207	2	Manufacturer: Marley SPX
			Model: NC8403BM
			Tonnage: 269
5	City Tower 100 W. Houston St. San Antonio, TX 78207	3	Manufacturer: Marley SPX
			Model: NC7021SM
			Tonnage: 550

RFCSP ATTACHMENT L

EQUIPMENT PHOTOS

(Photos are for illustrative purposes only.)





CITY TOWER



RFCSP ATTACHMENT M
PRESUBMITTAL AGENDA



City of San Antonio - Building and Equipment Services Department (BESD)

**Request for Competitive Sealed Proposals – Annual Contract for Cooling Tower Maintenance, Inspections,
Cleaning, & Other Services
(RFCSP 23-099, RFx. 6100016928)**

Monday, July 17, 2023, 10:00 a.m. Central Time

**The Pre-submittal Conference will be held via conference call. Prospective Respondents may join the conference
call using the following instructions:**

**Toll-Free Number: 1-415-655-0001
Meeting number (access code): 2632 051 0419
Meeting password: COSA23**

Join from the meeting link

<https://sanantonio.webex.com/sanantonio/j.php?MTID=mbaa2a87cd28d7ebe8294e7b55b11a4d6>



PLEASE HOLD ALL QUESTIONS UNTIL THE END OF THE PRE-SUBMITTAL CONFERENCE

- I. Welcome and Introductions**
City of San Antonio SAePS Portal –
<https://supplierservice.sanantonio.gov/iri/portal>

- II. Overview of Background and Scope of Services**
- III. Term of Contract**
- IV. Review of Responses to Questions Submitted in Advance, if any**
- V. Overview of RFCSP Process:**
 - A. RFCSP Requirements**
 - B. Submission Instructions**
 - C. Restriction on Communications**
 - D. Evaluation Criteria**

VI. Key Points/Reminders:

A. Restrictions on Communication

Please refer to RFCSP Section 003 - Restrictions on Communication for contact information and protocol.

Final Questions Accepted: Tuesday, June 19, 2023, at 4:00 p.m., Central Time.

All written questions are to be sent to:

Stephanie Nouman, Procurement Specialist III
City of San Antonio, Building and Equipment Services
Stephanie.nouman@sanantonio.gov

B. Following is a list of projected dates/times with respect to this RFCSP:

RFCSP Release Date:	July 7, 2023
Pre-Submittal Conference:	July 17, 2023, @ 10:00 am Central Time
Final Questions Accepted:	July 19, 2023, @ 4:00 pm Central Time
Proposal Due:	August 14, 2023, @ 2:00 pm Central Time

C. Proposal Submission:

Proposals **must** be submitted electronically through the portal.

ONLY ELECTRONIC SUBMISSIONS WILL BE ACCEPTED.

LATE PROPOSALS WILL NOT BE ACCEPTED.

D. Further Information:

Changes to the RFCSP and responses to questions may be posted to the City of San Antonio's SAePS portal, – <https://supplierservice.sanantonio.gov/iri/portal>. It is the Respondent's responsibility to review this site and ascertain whether amendments or revisions have been made prior to the submission of a proposal. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in RFCSP. Changes, if any, to the RFCSP shall be made in writing only.

E. Vendor Guide to Solicitation Response:

http://www.sanantonio.gov/purchasing/SAePS_help_guides.aspx

F. To contact the Vendor Support staff, please call (210) 207-207-0118 or email Vendor Support at vendors@sanantonio.gov

VII. Questions

VIII. Adjourn



RFCSP ATTACHMENT N

PROPOSAL CHECKLIST

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

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

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

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