



CITY OF SAN ANTONIO
FINANCE DEPARTMENT, PROCUREMENT DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO.: **6100017209; 23-058**

ANNUAL CONTRACT FOR AUTOMATED DOORS & AUTOMATIC GATES
PREVENTATIVE MAINTENANCE AND REPAIRS

Date Issued: **JULY 10, 2023**

**PROPOSALS MUST BE RECEIVED NO LATER THAN:
2:00 PM, CENTRAL TIME, SEPTEMBER 22, 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 25, 2023

RFCSP No.: 6100017209; 23-058

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes

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

Pre-Proposal Conference: YES

The Pre-Proposal conference will be held on Monday, July 24, 2023, at 9:00 A.M. CST at 100 W. Houston Street, Concourse Level, Medium Conference Room or via conference call. Respondents may call the toll-free number listed below and enter the access code to participate the day of the conference. Jobsite visits will commence after the Pre-Proposal Conference. Please contact Heidi Heredia at Heidi.heredia@sanantonio.gov to confirm your site visit and location(s) no later than July 21, 2023, by 2:00 pm. Please refer to Attachment I – Jobsite Visit Schedule for locations and time.

Microsoft Teams (Audio Only)
Dial-In Number: 469-378-0661
Access Code: 6760733 577#

Video Conferencing Device:
Sanantonio@m.webex.com
Video Conference ID: 111 528 998 1

Staff Contact Person: STEPHANIE NOUMAN, PROCUREMENT SPECIALIST III stephanie.nouman@sanantonio.gov
HEIDI HEREDIA, PROCUREMENT SPECIALIST II, Heidi.heredia@sanantonio.gov

SBEDA Contact Information: MATTHEW ZUNIGA, 210-207-8110, MATTHEW.ZUNIGA@SANANTONIO.GOV

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

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

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

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

****For this solicitation, the first day contributions are prohibited is Monday, July 24, 2023. The first day contributions may be made is the 31st day after the contract is approved at a City Council “A” Session.***

RESTRICTIONS ON COMMUNICATIONS

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

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

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

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

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS.....	3
003 - INSTRUCTIONS FOR RESPONDENTS.....	4
004 - SPECIFICATIONS / SCOPE OF SERVICES.....	13
005 - SUPPLEMENTAL TERMS & CONDITIONS.....	44
006 - GENERAL TERMS & CONDITIONS.....	48
007 - SIGNATURE PAGE.....	55
008 - STANDARD DEFINITION.....	56
009 - ATTACHMENTS.....	58

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 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 **Friday, July 28, 2023, by 2:00 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, stephanie.nouman@sanantonio.gov
Heidi Heridia, Procurement Specialist II, Heidi.heridia@sanantonio.gov
City of San Antonio, Finance Department – Purchasing Division

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. 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 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, ##

WebEx 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. The Contracts Disclosure Form may be downloaded at:

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

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

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

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 D and E.

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

CERTIFICATE OF INTERESTED PARTIES (FORM 1295).

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

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

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.

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

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

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

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

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

ADDENDA. Sign and submit addenda, if any.

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

EVALUATION CRITERIA

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

Evaluation Criteria:

Experience, Background, Qualifications (40 points)

Proposed Plan (35 points)

Price (15 points)

SBE Prime Contract Program (10 pts)

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 SCOPE: The City of San Antonio is soliciting proposals for a qualified Contractor to perform scheduled preventative maintenance (PM) and repair services on automated doors, door operators, and supporting components (Category 1), and automatic gates, gate operators, and supporting components (Category 2) in accordance with the specifications listed herein at various locations throughout the City of San Antonio. This contract will be utilized by the following departments: Building and Equipment Services Department (BESD), City Center Development & Operations (CCDO), Convention & Sports Facilities (CSF), Department of Human Services (DHS), San Antonio Public Library (SAPL), Parks & Recreation (P&R), San Antonio Metropolitan Health District (SAMHD), and San Antonio Fire Department (SAFD). These services are required to preserve the safety, reliability, and functionality of the automatic gates, automated doors, gate operators, door operators and supporting components for automatic gates and automated doors at various City Facilities throughout San Antonio. Scheduled preventive maintenance services are required to ensure the automated doors and automatic gates systems function at optimum capacity consistently, achieving reliable and safe access to the vehicles and pedestrians at the designated locations. The scheduled maintenance, inspection, and repair services shall consist of, but are not limited to the following: cleaning and lubricating the equipment, thoroughly reviewing and maintaining the equipment components, performing inspections, adjustments, testing and replacement of parts and/or components as herein specified for all automated doors, automatic gates, door operators, gate operators, and supporting components covered under this contract in accordance with the specifications listed herein. The Contractor's prices submitted on Attachment B – Price Schedule 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. Contractor shall perform work as per the manufacturer's requirements, Federal and State regulations, local codes, and these specifications/ this scope of work. Repair service requirements include providing the repair labor and replacement gate and door parts, components or associated equipment parts on an as-needed basis. Contractor shall provide all supervision, labor, and materials, service equipment, tools, transportation, methods of communication, service reports, supplies, inspection reports, permits, etc., necessary to perform scheduled preventive maintenance, repairs and required services to maintain and/or repair existing automatic gates, gate operators, and automated doors, door operators and associated components of both types of systems.

Contract will be awarded by Category.

4.2 DEFINITIONS: In addition to the definitions listed in Section 008 – Standard Definitions, the following shall apply:

- 4.2.1 City Designated Departmental Representative (CDDR): the facilities maintenance manager or coordinator or designee for the respective City department.
- 4.2.2 COSA: City of San Antonio
- 4.2.3 Equipment: Any types and manufacturers of the automated doors, door controllers and associated components, and any types and manufacturers of the automatic gates, gate controllers and associated components.
- 4.2.4 Holidays: Holidays are defined as City recognized holidays as published on the City's website at <http://www.sanantonio.gov/Commpa/holidaysandclosures>
- 4.2.5 ID Badges: identification badges.
- 4.2.6 Inspections: Shall be in accordance with the manufacturer's specifications and definitions.
- 4.2.7 Materials: Materials include, but are not limited to: Parts, chemicals, instruments and other goods used to perform the requirements of this solicitation.
- 4.2.8 Part(s): Includes all materials and goods used to perform the requirements in this solicitation. Interchangeable with the word "component(s)".
- 4.2.9 Scheduled/Preventive Maintenance (PM): Regular maintenance required by codes and the manufacturer's standards. Scheduled Maintenance is work that is periodically performed on Equipment for the purpose of maintaining Equipment in satisfactory operating condition and to lessen the likelihood of it failing. Scheduled Maintenance is performed while the Equipment is functioning or by temporarily placing the Equipment out of service, so that it does not break down unexpectedly. Scheduled Maintenance involves systematic inspection, detection, prevention, and correction of incipient failures, before they become actual or major failures.

Scheduled Preventive Maintenance tasks are performed specifically to prevent failures from occurring. These tasks shall consist of but are not to be 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 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. Services necessitated by normal wear and tear shall be included in Scheduled Preventive Maintenance.

4.2.10 Routine Service Calls: Repairs required outside of the regular Scheduled Preventive Maintenance.

4.2.10.1 Routine Repairs are activities undertaken to detect, isolate, and rectify a fault condition so that the failed Equipment / system can be restored to its normal operating state.

4.2.10.2 The CDDR or designee will request routine repair service calls for any location listed herein.

4.2.11 Urgent Service Calls: Repairs required outside of the regular Scheduled Preventive Maintenance requiring a prompt response.

4.2.11.1 Urgent repairs are activities undertaken to detect, isolate, and rectify a fault condition so that the failed equipment / system can be promptly restored to its normal operating state.

4.2.11.2 Urgent Service calls are not an emergency but can become an emergency if neglected.

4.2.11.3 The CDDR or designee will identify urgent calls at time of notification.

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

4.2.12 Emergency Service Calls: Repairs required outside of the regular Scheduled Preventive Maintenance requiring an immediate response.

4.2.12.1 An emergency call is any condition that impedes the normal flow of Pedestrian or Vehicular traffic or can potentially impact the health, safety and welfare of City employees and the public as determined solely by City. City will identify emergency calls at time of notification.

4.2.12.2 Emergency repairs are activities undertaken to detect, isolate, and rectify a fault so that the failed equipment / system can be restored to its normal operating state.

4.2.12.3 The CDDR or designee will identify emergency calls at time of notification.

4.2.12.4 The CDDR or designee will request emergency repair service calls for any location listed herein.

4.2.13 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.

4.2.14 Repair Work: Repair work goes beyond maintenance service and is usually performed to return Equipment or systems to proper functionality rather than to keep it operating. Repair work for City's Equipment listed herein can only be performed with written City approval. If requested by the designated CDDR or designee, Contractor shall provide a quote using the hourly rates established in the Price Schedule for repair work. As a procurement necessary because of unforeseen damage to public machinery, equipment, or other property, parts supplied for repair work will be paid to Contractor in accordance with the percentage markup indicated on the price schedule. **Quoted prices for parts shall be submitted on percentage of vendor cost.** Contractor shall only proceed with the additional work after receipt of a purchase order issued by the City. City will not pay for any unauthorized parts or labor charges. **Evidence of said costs shall be submitted with the invoice for each repair.** 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 REPAIR indicated thereon. **Proof of costs shall be printed, properly identified, and dated and submitted with the invoice.** This contract shall be limited to repairs that do not exceed \$5,000.00 per repair. For any repair exceeding \$5,000.00, City reserves the right to obtain quotes from other parties.

4.2.14.1 Minor repairs: Minor repairs require the designated representative's written or verbal approval before initiating any work. This applies to any repairs that are \$5,000.00 or less.

4.2.14.2 Major repairs shall constitute any repairs exceeding \$5,000.00 in cost. Major repairs may be bid separately from this contract. A PO must be received before performing major repairs on any Equipment.

4.3 PROOF OF LICENSING AND CAPABILITY:

4.3.1 Contractor Qualifications:

4.3.1.1 Contractor shall furnish evidence satisfactory to the City specifically demonstrating that the management of the firm has, in the past, satisfactorily provided the services required by this specification/scope of work.

4.3.1.2 It is preferred that Contractor is an approved or accredited servicing agent for any of the automated door and/or automatic gate manufacturers at the designated locations. If Contractor has such accreditation, Contractor shall provide documentation certifying such accreditation with its proposal. Alternatively, Contractor shall submit a letter, with its proposal, certifying that it is qualified to meet the requirements of the specifications/scope of work, including specific support for Contractor's assertions. The manufacturer's certification or Contractor's letter shall validate, to the City's satisfaction, the Contractor's capability to perform the services required by this specification/scope of work.

4.3.1.3 Contractor shall hold all proper and current licenses, certifications, and insurances, and shall include a copy with their bid response.

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

4.3.1.5 Contractor shall submit with their bid response the complete Attachment A – Part One with three (3) references for which automated door and/or automatic gate equipment services have been provided. The contact person named must be willing to respond to reference questions regarding the type and quality of services provided by Contractor.

4.3.2 Technician Qualifications:

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

4.3.2.2 It is preferred that all of the Contractor's technicians performing work on the Equipment shall have a minimum of ten (10) years of experience performing maintenance on automated door and/or automatic gate systems and supporting components. Contractor shall provide documentation to confirm this amount of actual experience.

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

4.3.2.4 Helpers can be used to support the qualified technicians. One qualified technician or supervisor shall be always at the location. A qualified technician or a supervisor shall be responsible for the Scheduled Maintenance (PM) services and Other Services at each location.

4.4 MATERIALS:

4.4.1 Any Materials, components or Parts used in complying with the contract shall be equal to or better than original Equipment and meet the manufacturers' requirements.

- 4.4.1.1 Any replaced parts must be provided to the department contact or designee for inspection before disposal.
- 4.4.2 Specified Materials, components or Parts and Equipment shall be standard products of a manufacturer regularly engaged in the manufacture of such products. Specified Equipment shall essentially duplicate Equipment that has performed satisfactorily for at least two (2) years prior to bid opening. Standard products shall have been in satisfactory commercial or industrial use for two (2) years prior to bid opening. The 2-year requirement shall include applications of Equipment and Materials under similar circumstances and used for projects of similar size. The product shall have been for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the two-year (2) period.
- 4.4.3 Contractor is responsible for all testing Equipment and tools that are used to perform the requirements of this specification and scope of work.
- 4.4.4 The burden of ascertaining product/performance equality of proposed substitutions from those items specified or currently in use by City shall be borne by Contractor. Product substitutions will be accepted for review by the City. If data provided by Contractor is deemed inadequate to make a determination as to the equality of the proposed substitute, without additional research by the City, it will be rejected. Approval by the City shall not relieve Contractor from responsibility for any errors or omissions, or from responsibility for complying with the requirements of this specification and scope of work.
- 4.4.5 The Material for this solicitation shall meet or exceed the American Society for Testing and Materials (ASTM), Underwriters Laboratories (UL), Manufacturer's standard, and any other code recognized agency as required by the Federal, State, and local codes.
- 4.4.6 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.
- 4.4.7 Contractor is required to maintain a stock level of parts which, within the industry that are considered to be fast-moving, normal wear items for which three (3) demands have occurred with the most recent 180-day period.

4.5 SITE INSPECTIONS:

- 4.5.1 Respondents shall perform all investigations as necessary to thoroughly familiarize themselves regarding each of the facilities for performing the required services, and for the delivery of Materials and Equipment, and to determine 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. **Refer to Attachment I – Site Visit Schedule.**
- 4.5.2 Respondent is encouraged to visit each of the service locations to become familiar with the amount of labor, materials, and equipment that shall be required in the performance of the work under this contract PRIOR to placing a bid and will be held to the prices bid on Attachment B - Price Schedule. Respondent shall carefully examine these specifications and, if necessary, secure from the City any additional information that may be a requisite to a clear and full understanding of the work. **Respondents shall submit all questions in writing to stephanie.nouman@sanantonio.gov by the deadline stated in and in accordance with Section 003 – Instructions for Respondents, Part A, Restrictions on Communications.** The City's official response to questions will be addressed in an addendum.

4.6 SERVICE LOCATIONS:

- 4.6.1 The locations included on this specification / scope of work, includes the service locations as indicated in Attachment B – Price Schedule. Additional Equipment Information can be found on Exhibit 1 – Additional City Site Locations for Automated Door Equipment & Automatic Gate Equipment.
- 4.6.2 The City of San Antonio reserves the right to add or delete locations or equipment for Scheduled Maintenance and Other Services during this contract period. If a location is deleted from the Contract, the contract fee will also be removed from Attachment B – 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 the Price Schedule for added Equipment (Additional Equipment). The City will issue a change order to the contract to implement the change.
- 4.6.3 Payment to Contractor shall be based on the actual services provided. Should any equipment be taken out of service during the term of this contract, Contractor shall not invoice for the associated charges for Inspections and/or Scheduled Maintenance service(s). Should the City replace equipment with comparable

equipment the associated Inspections and/or Scheduled Maintenance service fee(s) shall be the same as the equipment it replaced.

4.7 CONTRACTOR GENERAL REQUIREMENTS – Contractor Shall:

- 4.7.1 Adhere to the terms and conditions identified in this specification / scope of work.
- 4.7.2 Provide a primary point-of-contact.
- 4.7.3 Provide documentation that Contractor is certified to perform the requirements of this solicitation (See 4.3 PROOF OF LICENSING AND CAPABILITY).
- 4.7.4 Perform and complete all work required. Contractor shall diligently perform the work to completion within the time set forth in the solicitation. The period of performance shall include, but is not limited to, mobilization, City recognized holidays, weekends, normal inclement weather, and cleanup; therefore, claims for delay shall not be allowed.
- 4.7.5 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.
- 4.7.6 Contractor shall adhere to all applicable Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this solicitation. Ignorance on the part of Contractor shall not relieve Contractor from responsibility.
- 4.7.7 Contractor shall perform all work safely and follow all required safety standards including, but not limited to, OSHA, Federal, State, and City codes.
 - 4.7.7.1 All local, state, and federal safety requirements, standards, and regulations shall be followed per the Contractor-provided Health and Safety Management Plan.
- 4.7.8 Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants and other people of potential hazards.
- 4.7.9 Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, and off duty police officer support, as required for each job (if applicable). Proposed traffic control methods shall be submitted in advance to the CDDR for approval prior to the commencement of work. CDDR's approval shall not, however, relieve Contractor from responsibility with regard thereto.
- 4.7.10 Contractor shall deliver, store, and handle all Materials in a manner that shall prevent damage to the Equipment and related components.
- 4.7.11 It shall be Contractor's responsibility for storage of any Materials and the City will not be responsible for loss or damage of Materials, tools, Equipment, or work arising from acts of theft, vandalism, malicious mischief or other causes.
- 4.7.12 Contractor shall thoroughly examine and become familiar with the City facility where services are to be performed, prior to commencing any work, to ensure the services can be completed in an orderly and safe manner.
- 4.7.13 Contractor shall be responsible for obtaining all required permits applicable to performance of this solicitation. Contractor shall include all such costs within 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.
- 4.7.14 Ensure all Equipment and tools are well maintained, calibrated and in proper working order before use in the performance of these services.
- 4.7.15 Protect furnishings and other items with tarps, plastic sheeting or other methods as required and prior to commencing any work.
- 4.7.16 Contractor shall always 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 are 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.
- 4.7.17 No debris shall be dumped and/or left in the building, on the roof and/or surrounding areas.
- 4.7.18 Contractor shall not use City waste disposal containers.

- 4.7.19 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.
- 4.7.20 Contractor shall confine its operations (including storage of Materials) to areas authorized or approved by the City.
- 4.7.21 Contractor shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages shall be reported and repaired or replaced by Contractor at no cost to City.
- 4.7.22 Contractor shall notify the City representative once the work is complete and ready for its intended use.
- 4.7.23 Contractor shall not affect building systems during the performance of the services required by the specifications / scope of work. Impact to the building systems shall be corrected by Contractor at no cost to City.
- 4.7.24 During the first cycle of scheduled maintenance service the contractor may recommend to the CDDR the repair or replacement of automated doors and/or automatic gate components or systems that the contractor considers to be necessary to ensure that the doors and/or gates functions properly. The recommendation shall be in writing and include an estimate of the cost and time necessary to repair or replace the automated doors and/or automatic gates components. Upon receipt of purchase order for repairs/replacements, the Contractor shall complete the work in a timely manner.
- 4.7.25 Contractor shall provide the City with a price list of factory parts and materials for cross reference. The bid price will be based on manufacturer's latest dated price list(s). Said price list(s) shall denote the manufacturer and the latest effective date.
- 4.7.26 Schedules as submitted by the Contractor and as agreed to by the City, shall be strictly adhered to unless Contractor provides a written request and receives prior approval from each CDDR to change the schedule.
- 4.7.26.1 Special circumstances due to the City's operational requirements may require a change in scheduled times or dates that shall be performed at no additional cost to the City. Revisions may be made by mutual consent but shall be confirmed in writing with the amended schedule. Should parties not mutually agree on a revised schedule, City may change the schedule unilaterally. City shall provide Contractor with written notice of the revised schedule.
- 4.7.27 The Contractor shall furnish all labor, equipment, materials, and supplies required to comply with the solicitation:
- 4.7.27.1 Prices for all services shall reflect all associated costs including Materials and Labor hours; and be in accordance with Attachment B -Price Schedule.
- 4.7.28 Contractor shall lay out the work using acceptable practices before starting any activities.
- 4.7.29 With regard to Other Services, time shall be based on actual time spent on the job site. Travel charges to and from the job site shall NOT be allowed. Mileage and travel time to and from the job site shall not be reimbursable under this contract. City shall not be responsible for trip charges or service charges. Contractor shall only invoice the City for the time spent on City's property and in accordance with Attachment B - Price Schedule.
- 4.7.30 Perform the required inspections, repairs, maintenance, system testing, and other services at the designated intervals as per the recommendations of the system's manufacturer.
- 4.7.30.1 In addition, any requirement not listed, but deemed necessary per the manufacturer's specifications shall be included.
- 4.7.31 Additional work on this contract can only be performed with prior City approval, subject to Texas Local Government Code Ch. 252 after Contractor has received a City issued purchase order. The City, however, reserves the right to solicit bids from other companies for Major Service calls.
- 4.7.32 Before ordering any Materials or performing any work, Contractor shall verify all requirements and shall be responsible for correctness of the same.
- 4.7.33 Parts, components and workmanship shall be those as recommended by the manufacturer of the Equipment, professional trade standards, and applicable codes and standards.

- 4.7.34 Contractor shall furnish to the CDDR, the manufacturer's recommended Materials, data, manuals, etc., for the Scheduled Maintenance of the Equipment. See 4.8 Submittals.
- 4.7.35 Contractor shall ensure staff, including but not limited to, supervisor, service representatives and service technicians shall meet and follow all City security and other standards.
- 4.7.36 Contractor shall be responsible for the conduct and performance of Contractor's employees including any subcontractors. Contractor's personnel must be properly uniformed and shall display a valid ID always identifying their company.
- 4.7.37 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 if arrangements are mutually agreed upon in advance by Contractor and the CDDR. Contractor shall furnish a detailed estimate of downtime for all services. Extended periods of Equipment shutdown at any facility shall be coordinated through CDDR.
- 4.7.38 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.
- 4.7.39 The work in this specification / scope of work shall be performed while the facilities are occupied or unoccupied; therefore, Contractor shall provide the services in a manner which does not affect or interfere with the building occupants' daily responsibilities.
- 4.7.40 Contractor shall be aware that work performed, and materials and parts supplied under this contract will be monitored by City staff. Parts, maintenance procedures and workmanship will be those as recommended by the manufacturer of the equipment, and professional trade standards.
- 4.7.41 Contractor shall confine operations and work force to space allowed by law and as allotted by the City. The contractor at his/her expense shall protect and be responsible for any damage to adjacent buildings, property, etc.
- 4.7.42 Contractor must furnish inspection and service reports to the City's CDDR or designee for a signature verifying that the service or repair was performed and checked. A copy of the report shall be provided to the CDDR.
- 4.7.43 Contractor shall park only in designated parking spaces whenever performing services at any location. Contractor shall park vehicles legally and pay any associated costs for parking if applicable. City will not be responsible for any violations, fines, or tickets incurred by Contractor.
- 4.7.44 Contractor and its supervisor(s) and service representatives shall follow all required security standards to gain access to the facilities and must obtain an identification badge from the Security Office prior to performing any work.
- 4.7.45 Contractor shall incur all associated costs and fees for the City's required COSA training, any background checks, and for ID badges.
- 4.7.46 Contractor shall provide a company contact and the following minimum information:
 - 4.7.46.1 Name, Title, Office Phone, Cell Phone, Email

4.8 SUBMITTALS:

- 4.8.1 Contractor shall provide documentation required by Section 4.3 – Proof of Licensing and Capability, pertaining to manufacturers' certifications and other documents that validates Contractor's and its technicians' qualifications. The documentation shall be submitted with the proposal response in accordance with Section 4.3.
- 4.8.2 Product and Material Data: 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 potential Volatile Organic Compounds content. For Other Services or other requirements, Contractor shall provide the Material Data Information Sheets within ten (10) calendar days after notice to proceed or issuance of City Purchase Order.
- 4.8.3 Contractor shall submit a sample of preventive and remedial maintenance, inspection, test plans and repair maintenance reports with bid response.
- 4.8.4 Contractor shall provide samples for verification, if required, within ten (10) calendar days after notice to proceed or issuance of City Purchase Order.

- 4.8.5 Within fifteen (15) calendar days after contract award, Contractor shall provide an annual contract/project schedule for the period from the contract start date through September 30th to the CDDR for approval and coordination with CDDR. Contractor shall provide a new schedule by October 1st for the next fiscal year, which period begins October 1st and ends September 30th. Contractor shall continue to provide schedules annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.8.6 In addition to the Invoicing and Payment terms in Section 006 - General Terms and Conditions all invoices shall be submitted in duplicate- one copy to CDDR and original invoices to Accounts Payable. Invoices shall be submitted within 30 days of completing the Scheduled PM Services or Repair Services.
- 4.8.6.1 Invoices shall include a valid Purchase Order number.
 - 4.8.6.2 Invoices shall be legible.
 - 4.8.6.3 Items billed on invoices shall be specific as to applicable stock, manufacturer, catalog or part number (if any).
 - 4.8.6.4 All invoices shall show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice.
 - 4.8.6.5 Payment by the City is deemed to be made on the date of mailing the check.
 - 4.8.6.6 The following documentation shall be attached to each invoice to validate charges:
 - 4.8.6.6.1 Proof of City Permit Fees Paid (if applicable)
 - 4.8.6.6.2 Proof of final inspection
 - 4.8.6.6.3 Contractor's receipts for Parts
- 4.8.7 If corrections to the invoice are required to meet City's requirements, Contractor shall make the corrections within two (2) calendar days after e-mail notification from CDDR.
- 4.8.8 Contractor shall provide warranty documents to the CDDR within five (5) calendar days after completion of the work.
- 4.8.9 Contractor shall provide manufacturer maintenance procedures (O&M Manuals as applicable) to CDDR within five (5) calendar days after completion of the work.
- 4.8.10 Contractor shall provide installation procedures to CDDR within five (5) calendar days after notice to proceed or issuance of City Purchase Order.
- 4.8.11 Contractor shall provide a comprehensive written and/or computerized service report based on each system after Scheduled Maintenance and Other Services are completed in each location. The report shall advise of all inspection problems or potential problems and include the maintenance history of all components within each system. The maintenance report, including checklists and schedules, shall be submitted to the CDDR within seven (7) calendar days after completion of the work. The report shall include photos showing condition and Equipment information. Payment may be delayed on any invoice if reports are not submitted as specified.
- 4.8.11.1 If the system does not pass a scheduled performance test, based on Equipment failure not associated with Contractor negligence, Contractor shall supply an itemized estimate cost for the corrective services to make the system functional at full load rating to the CDDR.
- 4.8.12 Contractor shall provide written safety and spill plans within fifteen (15) calendar days after award for the fiscal year. Contractor shall provide updated safety and spill plans by September 1st for the next fiscal year to CDDR, which period begins October 1 and ends September 30. Contractor shall continue to provide a safety and spill plan annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.8.13 Contractor shall provide a written Quality Control Program within fifteen (15) calendar days after award for the fiscal year. Contractor shall provide an updated Quality Control Plan by September 1st for the next fiscal year to CDDR, which period begins October 1 and ends September 30. Contractor shall continue to provide updated Quality Control Programs annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.8.14 Life Cycle Analysis Report: On an annual basis, Contractor shall provide an asset life cycle management program report that conducts a full analysis of the existing Equipment at each location, and recommends a modernization plan to improve the Equipment to modern safety, accessibility, performance, and

aesthetics standards. The plan shall evaluate investment schedules and constraints to assist the CDDR with budgeting for the Equipment recommended. Contractor shall provide the first plan within sixty (60) days of contract award and by February 1st of each year thereafter to CDDR. Contractor shall continue to provide Life Cycle Reports annually for the same period throughout the term of this contract and all renewal periods.

- 4.8.15 Contractor shall provide digital photos of failed Parts within twenty-four (24) hours of the service to the CDDR or as required by the specification/scope of work.
- 4.8.16 Contractor shall provide notification of deficiency and/or impairment of Equipment in writing within twenty-four (24) hours of the service to the CDDR.
- 4.8.17 Contractor shall provide a list of key staff and point of contact information within fifteen (15) calendar days after award to include the required certifications and licenses for key staff to the CDDR. Contractor shall provide a list of key staff by October 1st for the next fiscal year, which period begins October 1 and ends September 30. Contractor shall continue to provide a list of key staff annually for the same period thereafter throughout the term of this contract and all renewal periods.
 - 4.8.17.1 Contractor shall update the CDDR within five (5) calendar days of any revisions to the key staff and provide the required certifications and licenses for any new key staff.
- 4.8.18 Contractor shall provide test reports within ten (10) calendar days after completing the services to the CDDR.
- 4.8.19 Contractor shall provide inspection reports within ten (10) calendar days after completing the services to the CDDR.
- 4.8.20 Contractor shall provide a service log that includes each location by October 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.
- 4.8.21 Contractor shall provide results of all samples taken to the CDDR within two (2) weeks. (if applicable)

4.9 WORK HOURS:

- 4.9.1 Normal Working Hours: Normal Working Hours are defined as Monday – Friday, 7:00 AM to 5:00 PM, exclusive of City recognized Holidays.
- 4.9.2 Overtime Work Hours: Overtime Work Hours are defined as Monday through Friday 5:01 p.m. to 6:59 a.m., all day on weekends and on City recognized holidays.
- 4.9.3 All work shall be coordinated with the respective CDDR or designee in advance to ensure building access and the least amount of disruption to the building occupants at all locations.
- 4.9.4 City Hall and Municipal Plaza Buildings: Unless otherwise approved by CDDR, no work will be performed at these Buildings on Wednesdays or Thursdays. Scheduled Maintenance and any work that will cause a disruption in service shall be performed on Mondays, Tuesdays and Fridays from 7:00 AM to 5:00 PM or on weekends if necessary.
 - 4.9.4.1 Municipal Plaza Building: any work that will cause a disruption during City Council and other public meetings will have to be rescheduled.
 - 4.9.4.2 City Hall: any work that will cause a disruption during City Council and other public meetings will have to be rescheduled.

4.10 BUILDING RESTRICTIONS:

- 4.10.1 ACCESS: Contractor shall make prior arrangements with the CDDR for access to the building(s) to perform the services and obtain temporary COSA access ID badges, if necessary.
- 4.10.2 IDENTIFICATION. Contractor shall ensure Contractor's and subcontractors' personnel present a professional appearance and are readily identifiable to City staff when called out, to perform work under this contract. Contractor shall have the following:
 - 4.10.2.1 Vehicle(s) with Contractor's Logo
 - 4.10.2.2 Contractor Uniforms or Company Logo Apparel: Contractor shall ensure Contractor's personnel present a neat appearance and be easily recognizable as a Contractor employee.

This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate ID badges which contain the company's name and employee's name. Contractor's uniforms shall be clean, unstained, well-fitting, and in good order. Shoes shall be sturdy construction and shall cover the foot to meet any required sanitation and safety requirements. Open-toed shoes, sneakers, sandals, and heels higher than two inches shall not be worn.

4.10.2.3 ID Badges: Contractor shall ensure Contractor's employees and subcontractors performing work under this contract shall always wear ID Badges while performing work under this contract. Badge content must be approved by City. At a minimum, badges shall contain name of Contractor, the name technician and name of subcontractor performing the work (if different).

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

4.10.4 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.

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

4.10.6 SECURITY: Contractor shall provide a list of all Contractor personnel / subcontractors that shall be performing work at each job site and Contractor or subcontractors' personnel shall comply with all security measures and protocols required by the City. Contractor personnel and subcontractor personnel shall follow all required security standards and procedures to gain access into any City Facility.

4.11 WARRANTY:

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

4.11.2 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.

4.11.3 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.

4.11.4 All work performed by Contractor under the terms of this contract shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall have the right to terminate this Contract, in accordance with Section 006 – 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.

4.12 UNSATISFACTORY PERFORMANCE:

4.12.1 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:

4.12.2 "Call Backs" to correct the previous services.

4.12.3 Contractor personnel assigned to perform services on this contract do not have the skills or knowledge to troubleshoot and diagnose the problem or perform the required services.

- 4.12.4 Contractor does not provide submittals as required by the solicitation.
- 4.12.5 Contractor does not complete the work as required by the solicitation.
- 4.12.6 Contractor does not provide invoices as required by the solicitation.
- 4.12.7 Contractor does not meet the project schedules as required by the solicitation.
- 4.12.8 Contractor does not meet performance requirements as required by the solicitation.
- 4.12.9 Contractor does not meet contract and City Department meeting requirements as required by the solicitation.
- 4.12.10 Contractor does not meet documentation requirements as required by the solicitation.
- 4.12.11 Parts, maintenance procedures, and workmanship provided by Contractor shall be those as recommended by the manufacturer of the Equipment, and professional trade standards. Failure of Contractor to produce quality services under the terms established in this specification and scope of work may result in the termination of the contract by City.
- 4.12.12 Contractor does not have and/or demonstrate an effective and efficient Quality Control Program as required by the solicitation.

4.13 DELIVERY, STORAGE AND HANDLING REQUIREMENTS:

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

4.14 QUALITY ASSURANCE AND CONTROLS:

- 4.14.1 Only trained and certified Contractor or Subcontractor technicians shall be used to provide services.
- 4.14.2 Only products shipped directly from manufacturer or an approved distributor shall be used for this contract.
- 4.14.3 Contractor shall ensure that quality standards are met during and after all services.
- 4.14.4 All services shall meet codes and manufacturer's standards.
- 4.14.5 Contractor is responsible for quality services and quality control procedures.
- 4.14.6 Contractor shall provide a report that shows requirements were met.
- 4.14.7 The program shall meet ISO 9001 or similar standards.

4.15 SERVICES AND RESPONSE TIMES:

- 4.15.1 Contractor shall maintain the services of a professionally staffed telephone answering system so that immediate and continuous contact on a 24 hours per day, 7 (seven) days per week and 365 days per year basis can be made. Answering service personnel shall be employed by Contractor. Answering machines are not acceptable.
- 4.15.2 Contractor shall provide a point of contact (name and phone number) to be available 24/7 including weekdays, weekends, and holidays.
- 4.15.3 Contractor shall provide names and phone numbers of the technicians providing the services and ticket number or service number.
- 4.15.4 Parts and components for Other Services shall be at Contractor's cost-plus markup per price schedule. Contractor shall provide copies of receipts for all Parts and supplies to the CDDR with the service invoice.
- 4.15.5 SCHEDULED MAINTENANCE SERVICE: Contractor shall perform the Scheduled Maintenance Services on the scheduled date. If unforeseen conditions arise, (example bad weather during the scheduled date) on the initial proposed scheduled date, Contractor shall notify CDDR via email or phone call. The rescheduled service shall be performed within fourteen (14) calendar days of the original Scheduled Maintenance date.

- 4.15.5.1 Inspection, maintenance and non-emergency repairs of automated door and /or automatic gate systems shall be conducted during Normal Working Hours Monday through Friday 7:00 a.m. to 5:00 p.m.
- 4.15.5.2 Contractor shall perform all necessary labor on the existing Equipment to replace parts and components that fail during the testing and inspection of the systems. Once a part has failed and must be replaced the Contractor must notify and seek approval from the CDDR or designee prior to performing the replacement work.
- 4.15.5.3 Contractor shall identify and document door and/or gate system(s) malfunctions. All system malfunctions shall be reported to the CDDR in writing within 24 hours.
- 4.15.5.4 Contractor shall review performance data and maintenance records to determine adequacy of maintenance.
- 4.15.5.5 Contractor shall inspect and replace malfunctioning components. The CDDR or designated representative must provide authorization of the estimate before proceeding.
- 4.15.5.6 Contractor shall remove, repair, and replace defective door and/or gate system(s) components that have been installed by the Contractor. This shall be at the Contractor's sole expense.
- 4.15.5.7 Contractor shall use precision test equipment to troubleshoot malfunctions and inspect parts for excessive wear and other conditions.
- 4.15.5.8 If a deficiency is not corrected at the conclusion of the system inspection, testing, and maintenance procedure, the CDDR or designated representative shall be informed of the impairment in writing within 24 hours.
- 4.15.5.9 The service report that identifies the deficiency shall note the required repairs, placement of the inspection tag, and define the system's current condition.
 - 4.15.5.9.1 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 the Equipment; conditions which may be hazardous; and conditions that require the system to be replaced (i.e. manufacturer's notices for re-call etc.)
 - 4.15.5.9.2 Contractor shall perform higher frequency services at the same time as services required for lower frequency. For example, at the time of performing the annual services (lower frequency); Contractor shall also perform any monthly, quarterly and or semi-annual services so only one trip is required.

4.15.6 EMERGENCY & URGENT SERVICES:

- 4.15.6.1 Contractor shall verbally respond to all requests for emergency and urgent services regarding malfunctioning automated doors and/or automatic gates systems and the supporting equipment within thirty (30) minutes and be onsite to perform repairs within two (2) hours after being contacted during both Normal Working Hours and Overtime Hours.
- 4.15.6.2 Emergency and urgent work shall be performed during Normal Working Hours whenever possible; however, services shall be performed 24 hours, seven (7) days a week if deemed necessary by the City's CDDR.
- 4.15.6.3 Contractor shall have a minimum of one (1) qualified technician respond on site within the allotted timeframe after receipt of the initial notification request from CDDR.
- 4.15.6.4 Contractor technician shall contact the CDDR upon arrival at the job site.
- 4.15.6.5 If an inspection reveals a problem exists in the Equipment, which is attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, the total cost of the Emergency Service visit, including Parts and labor, shall be borne by Contractor, and no charges shall be authorized by the City. If the problem is not attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, then Contractor shall invoice the City based on labor rates and Parts upcharge per Attachment B, Price Schedule.
- 4.15.6.6 An emergency or urgent call is any condition that can potentially impact the health, safety and welfare of City employees and the public as determined solely by the City. The City will identify emergency and urgent calls at time of notification.

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

4.15.7 ROUTINE SERVICES (NON-EMERGENCY):

- 4.15.7.1 Contractor shall call back the CDDR within thirty (30) minutes of receipt of phone call or email from CDDR, stating that there is an issue requiring service for any of the automated doors and/or automatic gates systems and supporting equipment referenced within this contract.
- 4.15.7.2 Contractor technician(s) shall respond on site to perform repairs within four (4) hours of Contractor's receiving the notification during Normal Working Hours.
- 4.15.7.3 Non-emergency work shall be performed during Normal Working Hours, 7:00 a.m. till 5:00 p.m. M-F.
- 4.15.7.4 Contractor shall have a minimum of one (1) qualified technician respond on site after receipt of the initial notification request from CDDR.
- 4.15.7.5 Contractor technician shall contact the CDDR upon arrival at the job site.
- 4.15.7.6 If an inspection reveals a problem exists in the Equipment which is attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, the total cost of the Routine Service visit, including parts or components and labor, shall be borne by Contractor, and no charges will be authorized by the City. If the problem is not attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, then Contractor shall invoice the City based on labor rates and Parts upcharge per Attachment B, Price Schedule.
- 4.15.7.7 Equipment parts and components shall be charged at cost plus markup per the price schedule. Contractor shall provide copies of receipts for all Parts and supplies to the CDDR with the service invoice.
- 4.15.7.8 The work shall be completed on the same day of the notification. If work cannot be completed during the same day of the notification due to unavailability of Material, the work shall be accomplished within fourteen (14) calendar days after identifying the Material and other requirements and with City's approval. All requirements shall be identified within twenty-four (24) hours of the notification. Material requirements shall be processed and ordered within twenty-four (24) hours of receipt of notification. Contractor shall receive Material within seven (7) calendar days of the notification. If these requirements cannot be met, Contractor shall provide documentation to the CDDR for evaluation and a final completion date.
- 4.15.7.9 Contractor shall not begin any work other than Scheduled Maintenance, unless specifically requested by the CDDR in writing by issuance of a purchase order or by a request in writing by email from CDDR. Contractor shall provide a quotation of the work to be performed with an estimated cost for service within twenty-four (24) hours of the request.

4.15.8 MAJOR REPAIR SERVICES:

4.15.8.1 Contractor shall inform the CDDR if repairs are needed. Major repairs require CDDR written approval before initiating work.

4.15.8.2 Major repairs shall be bid separately from this contract.

4.15.8.3 Major repairs shall constitute any repairs exceeding \$5,000.00 in cost.

4.15.8.4 Contractor shall start major repairs within two (2) calendar days after receiving the purchase order from the City.

4.15.9 CALL BACKS AND RESPONSE TIME:

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

4.16 OUT OF SERVICE CREDITS:

4.16.1 Whenever any Equipment or related components are inoperable or malfunctioning for extended periods, substantial and intangible harm may accrue to the City, its citizens and patrons. Therefore, it is imperative that Contractor responds to City's requests for service in a timely manner and completes all Scheduled Maintenance and Other Services repairs within the time periods provided.

4.16.2 The City may invoke Service Credits if Contractor fails to return a call for service within the thirty (30) minute response period or fails to respond on site to a request for service within four (4) hours for routine calls or two (2) hours for Emergency/Urgent Calls. The applicable respective four-hour (4) or two-hour (2) 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.

4.16.3 City may also invoke Service Credits if Contractor fails to: (a) complete Scheduled Maintenance Service within fourteen (14) calendar days of the originally scheduled maintenance date; (b) provide a quotation of the work to be performed with an estimated cost for repair within twenty four (24) hours of the request, or, in the case of Emergency/Urgent Requests, within one (1) business day; (c) complete Routine Service requests within fourteen (14) calendar days after receipt of City's purchase order, if work cannot be completed during the same day of notification due to unavailability of Materials; (d) complete Emergency/Urgent Service requests within the same day of the notification or within 24 hours after receipt of City's purchase order or notice to proceed by email if work cannot be completed during the same day of notification due to unavailability of Materials; and (e) complete Emergency/Urgent Service requests within forty-eight (48) 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.

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

4.16.4 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.

4.16.5 **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.

4.16.6 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.

4.16.7 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.

4.16.8 The CDDR shall be the final authority on whether a service credit is invoked. When a service credit has been invoked, Contractor shall calculate such service credit and Contractor shall include the deduction on the next

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

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

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

4.17 SPECIAL CONDITIONS:

4.17.1 Contractor will not be responsible to install additional Equipment that may be required or recommended by insurance companies, governmental agencies, or others.

4.17.2 There shall be no escalation of price for Inspection(s), Maintenance, or Repairs (service hourly rates) during the term of this contract.

4.17.3 If at any time, after the date of the proposal, Contractor reduces the comparable price of any article or service covered by this contract to customers other than City, the price to City for articles or services shall be reduced proportionately. Such reductions shall be effective at the same time and in the same manner as the reduction in price to customers other than the City. In addition to invoicing at the reduced prices, Contractor shall furnish promptly to City complete information as to such reductions.

4.17.4 City reserves the right to make, or cause to be made, inspections and tests whenever it deems advisable or necessary to ascertain that the requirements of this specification and scope of work are being fulfilled. Contractor agrees to furnish personnel to accompany the City or its representatives during such inspections at no cost to the City. Deficiencies noted shall be submitted in writing to Contractor. Contractor shall, promptly (within ten (10) calendar days, unless otherwise agreed), correct deficiencies covered under the terms of this specification/scope of work at Contractor's expense.

4.17.5 Contractor shall pay for all state and local inspection fees regarding operation of Equipment covered by this specification and scope of work.

4.17.6 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:

4.17.6.1 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.

4.17.6.2 Not to disclose any such information or make available any reports, recommendations or conclusions which Contractor may make on behalf of the City to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining the City's written approval, except to the extent necessary in connection with performing Services or when required by law.

4.17.7 Contractor shall not, in the course of performance of this specification and scope of work, or thereafter, use or permit the use of the City name or the name of any affiliate of the City, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other Materials prepared by or on behalf of Contractor without the prior written approval of the City, as applicable.

4.17.8 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.

4.17.9 Electrical Components, Devices, and Accessories: All components, devices, and accessories shall be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to the Authority Having Jurisdiction (AHJ) and marked for intended use. All electrical work shall be performed by an electrical Contractor

licensed in the State of Texas. If repairs are needed that require the work of a licensed electrical Contractor, Contractor will provide City with an estimate of the cost, including the cost of the licensed electrician. Subject to Texas Local Government Code Ch. 252, City shall have the option to allow Contractor to proceed with the work by issuing a change order or may procure the electrical services separately.

4.17.10 Contractor shall solve problems:

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.

4.18 CRIMINAL BACKGROUND CHECKS:

4.18.1 Contractor is responsible for assessing risk and maintaining effective background check policies 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.

4.18.2 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 below.

4.18.3 Contractor is responsible for any costs incurred in conducting criminal background checks.

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

4.18.4.1 Felony conviction – permanent disqualifier

4.18.4.2 Felony deferred adjudication – permanent disqualifier

4.18.4.3 Class A misdemeanor conviction – permanent disqualifier

4.18.4.4 Class A misdemeanor deferred adjudication – permanent disqualifier

4.18.4.5 Class B misdemeanor conviction – disqualifier for ten (10) years

4.18.4.6 Class B misdemeanor deferred adjudication – disqualifier for ten (10) years

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

4.18.4.8 Family violence conviction – permanent disqualifier

4.18.4.9 CJIS Facilities within this contract are: Frank Wing Building (Municipal Courts), Municipal Plaza Building, Public Safety Tech. Center (ITSD/Central Patrol), and Police Training Academy.

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

4.18.5 Contractor shall ensure Contractor's employees make an appearance at the ID Unit at SAPD Headquarters located at 315 S. Santa Rosa, San Antonio, Texas to fill out and submit a Fingerprint application Form to initiate a background check. Contractor shall ensure Contractor's employees pass a criminal background check and complete CJIS Level 1 Training prior to starting work at CJIS Facilities under this contract.

4.19 SPECIFIC SERVICE REQUIREMENTS FOR AUTOMATED DOORS (CATEGORY 1):

4.19.1 Contractor shall perform semi-annual and annual (every 6 months) scheduled preventive maintenance services per unit at each location. Prices shall be as submitted in Attachment B Price Schedule.

4.19.2 Services not required by Contractor:

4.19.2.1 Contractor shall not be required, as part of the Scheduled Maintenance services, to conduct a safety test, unless recommended as part of Scheduled Maintenance by the Equipment's manufacturer, AAADM, 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.

4.19.2.2 Testing of Equipment in new construction.

4.19.3 Services required by Contractor. Contractor shall:

4.19.3.1 Provide all labor to perform Scheduled Preventive Maintenance services for all Equipment. All work shall meet manufacturers' and industry standards.

4.19.3.1.1 Materials to be provided by Contractor that are part of the Equipment system shall include, but are not limited to:

4.19.3.1.1.1 Screws, nuts, bolts, washers, other securing parts.

4.19.3.1.1.2 Lubricants, grease, and oils.

4.19.3.1.1.3 Chemicals and Materials required for the Scheduled Maintenance.

4.19.3.1.1.4 Any other consumables required for the Scheduled Maintenance.

4.19.3.1.1.5 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 AWG 10 and smaller.

4.19.3.1.1.6 Other Material requirements:

4.19.3.1.1.6.1 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.

4.19.3.1.1.6.2 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.

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

4.19.3.3 Furnish qualified maintenance technicians on the job site for performance of services. Contractor shall always maintain an adequate number of trained personnel specifically assigned to perform services.

4.19.3.4 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.

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

4.19.3.5.1 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 Section 4.8 SUBMITTALS).

4.19.3.5.2 The annual 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.

4.19.3.6 Contractor shall develop and provide a Life Cycle Management Program (LCMP).

4.19.3.7 Contractor shall develop and provide Service Reports.

4.19.3.7.1 Contractor shall provide Service Log Reports.

4.19.3.8 Contractor is responsible for cleaning any spills and protecting other areas of the facility.

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

4.19.3.10 Contractor shall be responsible for the Scheduled Maintenance and Other Service calls of all electrical circuits pertaining to the operation of the Equipment covered under these specifications.

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

4.19.3.12 Contractor shall develop and provide a Preventive Maintenance schedule for each year of the contract.

4.19.3.13 Contractor shall perform Other Repair Services.

4.19.3.14 Contractor shall provide other documents as required by this solicitation.

4.19.4 The annual Service Plan shall consist of, but shall not be limited to:

4.19.4.1 Equipment Manufacturer names, Model numbers, and Serial numbers

4.19.4.2 Name of Facility and Equipment Location at each facility

4.19.4.3 Maintenance schedules for:

4.19.4.3.1 Equipment and Components

4.19.4.3.2 Estimated time to complete the task

4.19.4.3.3 Description of the task

4.19.4.3.4 Materials, chemicals and tools needed

4.19.4.3.5 Measurements to be taken

4.19.4.3.6 Manufacturers' requirements, etc.

4.19.4.4 Operating Information

4.19.4.5 Tests required as part of the Maintenance Schedules.

4.19.4.6 Quality Control Program

4.19.4.7 Equipment age, condition, accumulated wear

4.19.4.8 Environmental conditions

4.19.4.9 Safety precautions and personal protective equipment (PPE) needed to perform the task.

4.19.4.10 Each task performed shall be signed and dated by Contractor's technician upon completion.

4.19.4.11 The Report shall be in accordance with Section 4.8 Submittals.

4.19.5 Life Cycle Management Program and reports shall consist of, but shall not be limited to:

4.19.5.1 Contractor shall provide an asset life cycle management program and reports that provides a full analysis of the current Equipment. The reports shall include a modernization plan to improve the existing Equipment to current 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 reports shall consist of, but are not limited to:

4.19.5.1.1 General Information about the existing automated door operator that includes the age of the equipment.

4.19.5.1.2 Equipment manufacturer, model and serial numbers.

4.19.5.1.3 Type of Equipment recommended for replacement with approximate costs

4.19.5.1.4 Budgetary amounts recommended for full replacements.

4.19.5.2 Compare results versus the manufacturer's specifications.

4.19.5.3 Review test data and maintenance reports.

4.19.5.4 Identify condition of the systems.

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

4.19.5.6 Evaluate performance of existing automated door closures.

4.19.5.7 Evaluate service life of existing automated door closures.

4.19.5.8 Provide recommendations for replacing the existing automated door closures.

4.19.5.9 Recommended O&M Services shall include estimated annual costs.

4.19.5.10 Technology and Operations recommendations for improvement of the existing automated door operator.

4.19.5.11 The Report shall be in accordance with Section 4.8 Submittals.

4.19.6 Contractor shall provide Semi-annual and Annual Service Reports. Contractor shall provide a comprehensive written and/or computerized Service Report for each automated door operator system after services are completed at each location. The reports shall consist of, but shall not be limited to:

4.19.6.1 A written and/or computerized report for the services and other tasks performed at each location (include name of location).

4.19.6.2 Start time and completion time.

4.19.6.3 Date service was performed.

4.19.6.4 Type of Equipment (manufacturer, make, model #, serial number)

4.19.6.5 Maintenance tasks performed.

4.19.6.6 Adjustments performed and other recommendations to consider.

4.19.6.7 Tests performed and Equipment condition.

4.19.6.8 Equipment age and observed accumulated wear.

4.19.6.9 Inherent quality of the Equipment.

4.19.6.10 Approximate date of Equipment.

4.19.6.11 Environmental conditions.

4.19.6.12 Recommended technology upgrades (if applicable).

4.19.6.13 Manufacturers' recommendations.

4.19.6.14 Industry standards required to maintain the Equipment.

4.19.6.15 Itemized Parts list (if applicable).

4.19.6.16 Operating conditions observed.

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

4.19.6.18 Photos showing condition of Equipment and Equipment information.

4.19.6.19 If any surrounding Equipment is found to be in need of repair or replacement for the proper operation of the automated door operator, Contractor shall include it in this report.

4.19.6.20 Compare results versus the manufacturer's specifications.

4.19.6.21 Provide any deficiencies discovered 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.

- 4.19.6.22 The maintenance report shall include a checklist of all scheduled items completed.
- 4.19.6.23 If the system does not perform as designed; Contractor shall provide an itemized estimate cost for services to make the system functional to the CDDR.
- 4.19.6.24 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, 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.
 - 4.19.6.24.1 The reports shall address the Equipment condition, demonstrated by visual inspection, supplemented with video or photographs for the following:
 - 4.19.6.24.1.1 Surrounding area
 - 4.19.6.24.1.2 Surrounding Structures
 - 4.19.6.24.1.3 Internal surfaces of automated door operator
 - 4.19.6.24.1.4 Motors
 - 4.19.6.24.1.5 Controls
- 4.19.6.25 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.
- 4.19.6.26 The report shall be signed and dated by Contractor's technician upon completion.
- 4.19.6.27 The report shall be in accordance with Section 4.8 Submittals.
- 4.19.6.28 Identify any chemicals and materials if required for the Scheduled Maintenance.
- 4.19.6.29 Other parts, etc. required to perform the Scheduled Maintenance.
- 4.19.6.30 Other material requirements:
 - 4.19.6.30.1 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.
 - 4.19.6.30.2 If parts and/or components are found to be defective they shall be replaced at no cost to the City, unless the replacement is included in a larger service.
 - 4.19.6.30.3 If the total Material cost of a Scheduled Maintenance Service(s) is over \$50.00, the Contractor shall provide documentation supporting the cost over \$50.00. Only the additional cost, the amount over \$50.00, shall be billable as material not included in the Scheduled Maintenance. Material under \$50.00 shall be considered part of the Scheduled Maintenance expense and included in Vendor's quoted service fees referenced on Attachment B – Price Schedule.
- 4.19.7 Equipment failure - If these units fail under normal operating conditions and it is determined by the CDDR that the failure of a component was due to Contractor's negligence to perform the required services per manufacturer's and industry standards, Contractor shall service or replace the Parts or components, as required, at Contractor's expense.
- 4.19.8 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 an estimated cost to the CDDR for approval prior to performing the recommended work. If approved by City, the work will be authorized when Contractor receives a purchase order.
- 4.19.9 Status of Equipment Notification Requirement:
 - 4.19.9.1 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.

4.19.9.2 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 at least thirty (30) minutes prior to removing any Equipment from service.

4.19.10 Contract Service Logs: Contractor shall provide Service Logs.

4.19.10.1 The Service Logs shall consist of, but are not limited to:

4.19.10.1.1 Service Provider number

4.19.10.1.2 Date and time call was placed

4.19.10.1.3 Date and time technician arrived

4.19.10.1.4 Name of technician (printed)

4.19.10.1.5 Description of maintenance performed

4.19.10.1.6 Manufacturer

4.19.10.1.7 Serial Number

4.19.10.1.8 Model Number

4.19.10.1.9 Location (Site or Building Name)

4.19.10.1.10 If applicable, estimated cost for additional services required

4.19.10.1.11 Description of any testing and inspection, discoveries, etc.

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

4.19.11.1 A review of the previous year's Scheduled PM services, and any specific items of concern.

4.19.11.2 A review of maintenance work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of Equipment from service at any location.

4.19.11.3 A review of repairs performed throughout the year, complaints received, call backs for work inaccurately diagnosed.

4.19.11.4 A review of all required reports.

4.19.12 Removal of 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.

4.19.13 Spills and other failures: Contractor shall:

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

4.19.13.2 Collect and dispose of all spill materials at no cost to City.

4.19.14 Materials not included in the Scheduled Maintenance:

4.19.14.1 Replacement parts costing more than \$50.00.

4.19.14.2 Replacement of Sensors, Switches, and Timers.

4.19.14.3 Replacement of broken and burnt electrical wiring and end terminals larger than #10 AWG.

4.19.15 Contractor shall perform Scheduled Maintenance of the Equipment at the locations listed herein to satisfy the following requirements as per the manufacturer's specifications. In addition, any requirements 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 and conditions of this contract. The required service levels consist of, but are not limited to:

4.19.15.1 Semi-annual and Annual Scheduled Maintenance and Inspection Services for automated door systems and supporting Components. All work performed under this contract shall be completed during the City's normal working hours with the exception of City Hall and the Municipal Plaza Building. City Hall and the Municipal Plaza Building shall be scheduled on Mondays or Tuesdays or Fridays.

4.19.15.1.1 General Requirements:

- 4.19.15.1.2 Visually inspect the area inside the automated door controller and associated system components for any obstructions or other identifiable deficiencies. Technician shall inspect areas around the door(s), door closures, door tracks, etc. to ensure they are functioning properly. Note any issues identified. Physically observe conditions to ensure cleanliness, and remove any accumulated trash, debris, and/or any combustibles. The area inside the automated door controller and surrounding the door(s) shall be free from debris or any foreign objects that could contribute to restricting the door(s) from opening/closing properly.
- 4.19.15.1.3 Check the condition of the Equipment, visually examine the area for evidence of spills or leaks and follow all safety requirements to thoroughly remove unwanted grease, oil, or other build-up matter.
- 4.19.15.1.4 Observe current operation characteristics of the automated door systems and note any abnormal conditions.
- 4.19.15.1.5 Check connections and brackets for looseness. Properly secure any loose connections or brackets/swing arms as necessary to ensure proper operation. Also check general operability of the automated door unit(s) for unusual noises or vibration. Note observations and perform necessary adjustments.
- 4.19.15.1.6 Physically inspect the nuts and bolts for proper torque and any potential corrosion. Note any deficiencies.
- 4.19.15.1.7 Inspect gaskets, access doors, and hinges. Adjust if necessary.
- 4.19.15.1.8 Check and inspect safety equipment, parts and tools.
- 4.19.15.1.9 Repair or replace any identified defective components after obtaining approval from the CDDR.
- 4.19.15.1.10 All adjustments performed must conform to manufacturer's recommendations.
- 4.19.15.1.11 Remove covers on automated door controller and physically check all the relays, the drive train assembly, the micro-switches and the track wheels for wear and proper tension.
- 4.19.15.1.12 Adjust and lubricate chain and pulley, track wheel rollers, and breakout mechanism on carrier and top of doors (if applicable).
- 4.19.15.1.13 Check and adjust sensors, if required, check safety beams and internal wiring of header to be sure that it clears the chain/cable drive.
- 4.19.15.1.14 Clean and check bottom guide track for any obstructions. Check guide wheels on door portion of bottom guide assembly, and adjust for proper clearances if necessary.
- 4.19.15.1.15 Physically manipulate wave plate sensors and/or push-plates to ensure they are activating the automated door controller(s), and note any abnormalities. Repair system devices accordingly, and inform respective CDDR.
- 4.19.15.1.16 Inspect automated door control equipment for proper sequencing and accurate opening/closing characteristics.
- 4.19.15.1.17 Technician shall thoroughly read and comprehend manufacturer's instructions before performing any adjustments or calibrations to the automated door controller.
- 4.19.15.1.18 Thoroughly review control wiring diagrams and understand the sequence of operation(s) of each manufacturer type of automated door controller. Any adjustments shall be communicated with the CDDR prior to performing the adjustment.
- 4.19.15.1.19 Record and report all deficiencies identified.

- 4.19.16. Drive Motor Maintenance and Inspection Procedures:
- 4.19.16.1 Verify smooth and proper functionality.
 - 4.19.16.2 Lubricate bearings. (N/A for sealed bearings).
 - 4.19.16.3 Adjust mounting bolts if necessary to ensure proper tightness and compare with manufacturer's recommendations.
- 4.19.17 Electrical Equipment Maintenance and Inspection Procedures:
- 4.19.17.1 De-energize, lock out and tag out dedicated electrical circuits.
 - 4.19.17.2 Remove dust accumulation and check for corrosion, if applicable.
 - 4.19.17.3 Observe terminals for corrosion and note any deficiencies.
 - 4.19.17.4 Observe electrical conductors (cord and plug or hard-wired termination) and note any deficiencies (i.e., brittle or worn insulation, etc.).
 - 4.19.17.5 Verify that motion activated sensors are functioning properly, and note any deficiencies.
 - 4.19.17.6 Verify door opening and closure speeds are accurate, and adjust if necessary.
- 4.19.18 Contractor shall perform an AAADM Safety Certification report once a year per door at each location. The safety certification report shall be included in the costs for Scheduled Preventive Maintenance. The inspection report shall be submitted to the City Designated Department Representative for each department per location.
- 4.19.18.1 Contractor's Technician shall provide an Annual Compliance Inspection label upon the completion of the annual inspection provided that the automated door is in compliance. It shall include the inspector's certification number and the date and be affixed to the bottom of the Safety Information Label.
- 4.19.19 National Standards: 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.
- 4.19.19.1 Contractor must follow American National standard Institute (ANSI) A117.1-latest revision on automatic doors that are ADA accessible.

American National Standards Institute (ANSI)	
ANSI/NETA ATS	Standard for Acceptance Testing Specification for Electrical Power Equipment and Systems
ANSI A156.10	Fully Automatic Doors, Sliders, and Swing Doors with Motion Sensors
ANSI 156.19	Knowing Act for Push Plates/Wave Plates for Swing Door Operators
ANSI/NETA ETT -2000	Standard for Certification of Electrical Testing Personnel
International Building Code	
IBC	International Building Code
IMC	International Mechanical Code
IEBC	International Existing Building Code
National Fire Protection Association (NFPA)	
NFPA 70	National Electrical Code
NFPA 70B	Recommend Practice for Electrical Equipment
NFPA 101	Life Safety Code
Occupational Safety and Health Administration (OSHA) and Other Safety Standards	
OSHA	Occupational Safety and Health Administration Standards
Safety	City of San Antonio Safety Manual
American Welding Society	
AWS	American Welding Society Standards and Code
National Electrical Manufacturers Association (NEMA)	
NEMA	NEMA Standards
Instrument Society of America (ISA)	
ISA	ISA Standards

4.20 SPECIFIC SERVICE REQUIREMENTS FOR AUTOMATIC GATES (CATEGORY 2):

4.20.1 Contractor shall perform Quarterly (every 3 months) Scheduled Preventive Maintenance Services per automatic gate unit at each location. Prices shall be as submitted in Attachment B Price Schedule.

4.20.2 Services not required by Contractor:

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

4.20.2.2 Testing of Equipment in new construction.

4.20.3 Services required by Contractor. Contractor shall:

4.20.3.1 Provide all labor to perform Scheduled Preventive Maintenance services for all Equipment. All work shall meet manufacturers' and industry standards.

4.20.3.1.1 Materials to be provided by Contractor that are part of the Equipment system shall include, but are not limited to:

4.20.3.1.1.1 Screws, nuts, bolts, washers, other securing parts.

4.20.3.1.1.2 Lubricants, grease, and oils.

4.20.3.1.1.3 Chemicals and Materials required for the Scheduled Maintenance.

4.20.3.1.1.4 Any other consumables required for the Scheduled Maintenance.

4.20.3.1.1.5 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 AWG 10 and smaller.

4.20.3.1.1.6 Other Material requirements:

4.20.3.1.1.6.1 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.

4.20.3.1.1.6.2 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.

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

4.20.3.3 Furnish qualified maintenance technicians on the job site for performance of services. Contractor shall always maintain an adequate number of trained personnel specifically assigned to perform automatic gate system services.

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

4.20.3.5 Develop and provide a Service Plan for the City's Equipment. The service plan shall provide the items that Contractor shall check during the Scheduled Preventive

Maintenance service. In addition, the plan shall include, but is not limited to: codes requirements, manufacturers' requirements, industry standards, regulatory requirements, etc.

4.20.3.5.1 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 Section 4.8 SUBMITTALS).

4.20.3.5.2 The annual 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.

4.20.3.6 Contractor shall develop and provide a Life Cycle Management Program (LCMP).

4.20.3.7 Contractor shall develop and provide Service Reports.

4.20.3.7.1 Contractor shall provide Service Log Reports.

4.20.3.8 Contractor is responsible for cleaning any spills and protecting other areas of the facility.

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

4.20.3.10 Contractor shall be responsible for the Scheduled Maintenance and Other Service calls of all electrical circuits pertaining to the operation of the Equipment covered under these specifications.

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

4.20.3.12 Contractor shall develop and provide a Preventive Maintenance schedule for each year of the contract.

4.20.3.13 Contractor shall perform Other Repair Services.

4.20.3.14 Contractor shall provide other documents as required by this solicitation.

4.20.4 The annual Service Plan shall consist of, but shall not be limited to:

4.20.4.1 Equipment Manufacturer names, Model numbers, and Serial numbers

4.20.4.2 Name of Facility and Equipment Location at each facility

4.20.4.3 Maintenance schedules for:

4.20.4.3.1 Equipment and Components

4.20.4.3.2 Estimated time to complete the task

4.20.4.3.3 Description of the task

4.20.4.3.4 Materials, chemicals and tools needed

4.20.4.3.5 Measurements to be taken

4.20.4.3.6 Manufacturers' requirements, etc.

4.20.4.4 Operating Information

4.20.4.5 Tests required as part of the Maintenance Schedules.

4.20.4.6 Quality Control Program

4.20.4.7 Equipment age, condition, accumulated wear

4.20.4.8 Environmental conditions

4.20.4.9 Safety precautions and personal protective equipment (PPE) needed to perform the task.

- 4.20.4.10 Each task performed shall be signed and dated by Contractor's technician upon completion.
- 4.20.4.11 The Report shall be in accordance with Section 4.8 Submittals.
- 4.20.5 Life Cycle Management Program and reports shall consist of, but shall not be limited to:
 - 4.20.5.1 Contractor shall provide an asset life cycle management program and reports that provides a full analysis of the current Equipment. The reports shall include a modernization plan to improve the existing Equipment to current 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 reports shall consist of, but are not limited to:
 - 4.20.5.1.1 General Information about the existing automatic gate operator that includes the age of the equipment.
 - 4.20.5.1.2 Equipment manufacturer, model and serial numbers.
 - 4.20.5.1.3 Type of Equipment recommended for replacement with approximate costs
 - 4.20.5.1.4 Budgetary amounts recommended for full replacements.
 - 4.20.5.2 Compare results versus the manufacturer's specifications.
 - 4.20.5.3 Review test data and maintenance reports.
 - 4.20.5.4 Identify condition of the systems.
 - 4.20.5.5 Provide trends based on tests, reports, manufacturer information, and other data sources.
 - 4.20.5.6 Evaluate performance of existing automatic gate systems.
 - 4.20.5.7 Evaluate service life of existing automatic gate systems.
 - 4.20.5.8 Provide recommendations for replacing the existing automatic gate systems.
 - 4.20.5.9 Recommended O&M Services shall include estimated annual costs.
 - 4.20.5.10 Technology and Operations recommendations for improvement of the existing automatic gate systems.
 - 4.20.5.11 The Report shall be in accordance with Section 4.8 Submittals.
- 4.20.6 Contractor shall provide Quarterly Service Reports. Contractor shall provide a comprehensive written and/or computerized Service Report for each automatic gate operator system after services are completed at each location. The reports shall consist of, but shall not be limited to:
 - 4.20.6.1 A written and/or computerized report for the services and other tasks performed at each location (include name of location).
 - 4.20.6.2 Start time and completion time.
 - 4.20.6.3 Date service was performed.
 - 4.20.6.4 Type of Equipment (manufacturer, make, model #, serial number)
 - 4.20.6.5 Maintenance tasks performed.
 - 4.20.6.6 Adjustments performed and other recommendations to consider.
 - 4.20.6.7 Tests performed and Equipment condition.
 - 4.20.6.8 Equipment age and observed accumulated wear.
 - 4.20.6.9 Inherent quality of the Equipment.
 - 4.20.6.10 Approximate date of Equipment.
 - 4.20.6.11 Environmental conditions.
 - 4.20.6.12 Recommended technology upgrades (if applicable).

- 4.20.6.13 Manufacturers' recommendations.
- 4.20.6.14 Industry standards required to maintain the Equipment.
- 4.20.6.15 Itemized Parts list (if applicable).
- 4.20.6.16 Operating conditions observed.
- 4.20.6.17 Detailed list of other services performed as part of the Scheduled Maintenance or Other Services.
- 4.20.6.18 Photos showing condition of Equipment and Equipment information.
- 4.20.6.19 If any surrounding Equipment is found to be in need of repair or replacement for the proper operation of the automatic gate operator, Contractor shall include it in this report.
- 4.20.6.20 Compare results versus the manufacturer's specifications.
- 4.20.6.21 Provide any deficiencies discovered 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.
- 4.20.6.22 The maintenance report shall include a checklist of all scheduled items completed.
- 4.20.6.23 If the system does not perform as designed; Contractor shall provide an itemized estimate cost for services to make the system functional to the CDDR.
- 4.20.6.24 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, 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.
 - 4.20.6.24.1 The reports shall address the Equipment condition, demonstrated by visual inspection, supplemented with video or photographs for the following:
 - 4.20.6.24.1.1 Surrounding area
 - 4.20.6.24.1.2 Surrounding Structures
 - 4.20.6.24.1.3 Internal surfaces of automatic gate operator
 - 4.20.6.24.1.4 Motors
 - 4.20.6.24.1.5 Controls
 - 4.20.6.24.1.6 Drive Belts
 - 4.20.6.24.1.7 Chains
- 4.20.6.25 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.
- 4.20.6.26 The report shall be signed and dated by Contractor's technician upon completion.
- 4.20.6.27 The report shall be in accordance with Section 4.8 Submittals.
- 4.20.6.28 Identify any chemicals and materials if required for the Scheduled Maintenance.
- 4.20.6.29 Other parts, etc. required to perform the Scheduled Maintenance.
- 4.20.6.30 Other material requirements:
 - 4.20.6.30.1 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.

- 4.20.6.30.2 If parts and/or components are found to be defective they shall be replaced at no cost to the City, unless the replacement is included in a larger service.
- 4.20.6.30.3 If the total Material cost of a Scheduled Maintenance Service(s) is over \$50.00, the Contractor shall provide documentation supporting the cost over \$50.00. Only the additional cost, the amount over \$50.00, shall be billable as material not included in the Scheduled Maintenance. Material under \$50.00 shall be considered part of the Scheduled Maintenance expense and included in Vendor's quoted service fees referenced on Attachment B – Price Schedule.
- 4.20.7 Equipment failure - If these units fail under normal operating conditions and it is determined by the CDDR that the failure of a component was due to Contractor's negligence to perform the required services per manufacturer's and industry standards, Contractor shall service or replace the Parts or components, as required, at Contractor's expense.
- 4.20.8 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 an estimated cost to the CDDR for approval prior to performing the recommended work. If approved by City, the work will be authorized when Contractor receives a purchase order.
- 4.20.9 Status of Equipment Notification Requirement:
 - 4.20.9.1 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.
 - 4.20.9.2 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 at least thirty (30) minutes prior to removing any Equipment from service.
- 4.20.10 Contract Service Logs: Contractor shall provide Service Logs.
 - 4.20.10.1 The Service Logs shall consist of, but are not limited to:
 - 4.20.10.1.1 Service Provider number
 - 4.20.10.1.2 Date and time call was placed
 - 4.20.10.1.3 Date and time technician arrived
 - 4.20.10.1.4 Name of technician (printed)
 - 4.20.10.1.5 Description of maintenance performed
 - 4.20.10.1.6 Manufacturer
 - 4.20.10.1.7 Serial Number
 - 4.20.10.1.8 Model Number
 - 4.20.10.1.9 Location (Site or Building Name)
 - 4.20.10.1.10 If applicable, estimated cost for additional services required
 - 4.20.10.1.11 Description of any testing and inspection, discoveries, etc.
- 4.20.11 Annual Meeting (held in May every year) - Contractor shall meet with the CDDR annually. The scope of this meeting shall include, but is not limited to:
 - 4.20.11.1 A review of the previous year's Scheduled PM services, and any specific items of concern.
 - 4.20.11.2 A review of maintenance work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of Equipment from service at any location.

4.20.11.3 A review of repairs performed throughout the year, complaints received, call backs for work inaccurately diagnosed.

4.20.11.4 A review of all required reports.

4.20.12 Removal of 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.

4.20.13 Spills and other failures: Contractor shall:

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

4.20.13.2 Collect and dispose of all spill materials at no cost to City.

4.20.14 Materials not included in the Scheduled Maintenance:

4.20.14.1 Replacement parts costing more than \$50.00.

4.20.14.2 Replacement of Sensors, Limit Switches, and Timers.

4.20.14.3 Replacement of broken and burnt electrical wiring and end terminals larger than #10 AWG.

4.20.15 Contractor shall perform Scheduled Maintenance of the Equipment at the locations listed herein to satisfy the following requirements as per the manufacturer's specifications. In addition, any requirements 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 and conditions of this contract. The required service levels consist of, but are not limited to:

4.20.15.1 Quarterly Scheduled Maintenance and Inspection Services for automatic gates systems and supporting Components. All work performed under this contract shall be completed during the City's normal working hours unless specifically requested by the CDDR.

4.20.15.1.1 General Requirements:

4.20.15.1.1.1 Contractor shall perform PM services and maintain all automatic gates in accordance with the manufacturer's recommendations and professional trade standards, which shall include but is not limited to:

4.20.15.1.1.2 Inspect chain and adjust tension/lubricate if necessary.

4.20.15.1.1.3 Inspect guide rollers and adjust if necessary.

4.20.15.1.1.4 Inspect transmissions and adjust if necessary.

4.20.15.1.1.5 Inspect all fluid levels and add fluid if necessary.

4.20.15.1.1.6 Inspect all wheels and adjust or lubricate as required.

4.20.15.1.1.7 Inspect all operator motors and repair or adjust as required.

4.20.15.1.1.8 Grease and lubricate all gears and fittings.

4.20.15.1.1.9 Inspect all belts and adjust or replace if necessary.

4.20.15.1.1.10 Inspect all limit switches to ensure that they are functioning properly and perform any necessary adjustments to correct the deficiency.

4.20.15.1.1.11 Thoroughly clean and remove any debris, webbing, nests, etc. around and within the enclosure to the gate operator.

4.20.15.1.1.12 Physically check the condition of the Equipment, visually examine the entire area for evidence of spills or leaks and follow all safety requirements to thoroughly remove unwanted grease, oil, or other build-up matter.

- 4.20.15.1.1.13 Observe current operation characteristics of the automatic gate systems and note any abnormal conditions.
- 4.20.15.1.1.14 Physically inspect the nuts and bolts for proper torque and any potential corrosion. Note any deficiencies.
- 4.20.15.1.1.15 Repair or replace any identified defective components after obtaining approval from the CDDR.
- 4.20.15.1.1.16 All adjustments performed must conform to manufacturer's recommendations.
- 4.20.15.1.1.17 Technician shall thoroughly read and comprehend manufacturer's instructions before performing any adjustments or calibrations to the automatic gate controller.
- 4.20.15.1.1.18 Technician shall thoroughly review control wiring diagrams and understand the sequence of operation(s) of each manufacturer type of automatic gate controller. Any adjustments shall be communicated with the CDDR **prior** to performing the adjustment.
- 4.20.15.1.1.19 Record and report all deficiencies identified.

4.20.16. Drive Motor Maintenance and Inspection Procedures:

- 4.20.16.1 Verify smooth and proper functionality.
- 4.20.16.2 Lubricate bearings. (N/A for sealed bearings).
- 4.20.16.3 Adjust mounting bolts if necessary to ensure proper tightness and compare with manufacturer's recommendations.

4.20.17 Electrical Equipment Maintenance and Inspection Procedures:

- 4.20.17.1 De-energize, lock out and tag out dedicated electrical circuits.
- 4.20.17.2 Remove dust accumulation and check for corrosion, if applicable.
- 4.20.17.3 Observe terminals for corrosion and note any deficiencies.
- 4.20.17.4 Observe electrical conductors (cord and plug or hard-wired termination) and note any deficiencies (i.e., brittle or worn insulation, etc.).
- 4.20.17.5 Verify that infrared sensors and limit switches are functioning properly, and note any deficiencies.
- 4.20.17.6 Verify gate opening and closing speeds are in accordance with the manufacturer's recommendations, and adjust if necessary.
- 4.20.17.7 Inspect fused disconnect switches, wiring, conduit, and electrical controls for loose connections, charred or broken insulation, or other defects. Note any deficiencies, and report them to the CDDR immediately.
- 4.20.17.8 All electrical work that may be required for the maintenance, installation, or repairs (any component, device, or piece of equipment requiring electrical work) will be the responsibility of the Contractor and shall be performed by an electrician registered in the State of Texas with a Journeyman's license and be capable of performing the work as per National Electrical Code (NEC) standards. If repairs are needed that require the work of a licensed electrician, 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 services separately.

4.20.18 National Standards: 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.

4.20.18.1 Contractor must follow American National standard Institute (ANSI) / Underwriters Laboratory (UL) 325 Standard for Vehicular Gate Operators.

American National Standards Institute (ANSI)	
ANSI/NETA ATS	Standard for Acceptance Testing Specification for Electrical Power Equipment and Systems
ANSI/UL 325	Standard for Vehicular Gate Operators
ANSI/NETA ETT -2000	Standard for Certification of Electrical Testing Personnel
ASTM: F2200	Standard Specification for Automatic Vehicular Gate Construction
International Building Code	
IBC	International Building Code
IMC	International Mechanical Code
IEBC	International Existing Building Code
National Fire Protection Association (NFPA)	
NFPA 70	National Electrical Code
NFPA 70B	Recommend Practice for Electrical Equipment
NFPA 101	Life Safety Code
Occupational Safety and Health Administration (OSHA) and Other Safety Standards	
OSHA	Occupational Safety and Health Administration Standards
Safety	City of San Antonio Safety Manual
American Welding Society	
AWS	American Welding Society Standards and Code
National Electrical Manufactures Association (NEMA)	
NEMA	NEMA Standards
Instrument Society of America (ISA)	
ISA	ISA Standards

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. The contract shall terminate on September 30, 2026.

The City intends to award up to two (2) contracts by Category as a result of this RFCSP; however, the final number of awarded contracts will be determined by number of proposals received and the outcome of the evaluation process.

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.

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 f. Damage to property rented by you	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence. (\$5,000,000 per occurrence if AOA access is required)

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 & Equipment Services Department
PO Box 839966
San Antonio, TX 78283-3966

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

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

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

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

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

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

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

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

Incorporation of Attachments.

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

Attachment A – Part One – General Information Form

Attachment A – Part Two – Experience, Background and Qualifications

Attachment A – Part Three – Proposed Plan

Attachment B – Price Schedule, Revision II, Dated August 24, 2023

Attachment C – Litigation Disclosure Form

Attachment D – SBEDA Ordinance Compliance Provisions

Attachment E – Small Business Economic Development Advocacy (SBEDA) Form – Utilization Plan

Attachment F – Veteran Owned Small Business (VOSB) Preference Program Tracking Form

Attachment G - CJIS Addendum

Attachment H – Proposal Checklist

Attachment I – Jobsite Visit Schedule

Attachment J – Presubmittal Conference Agenda

Exhibit 1A – Doors Equipment List & Locations, Revision II, Dated August 24, 2023

Exhibit 1B – Gates Equipment List & Locations, Revision I, Dated August 24, 2023

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. 6100017209/23-058 _____

Signature of Person Authorized to Sign Proposal

008 - STANDARD DEFINITIONS

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

All-or-None Proposal – a request for competitive sealed proposal in which the City will award the entire contract to one 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? 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 each of the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Provide documentation to support Respondent has obtained certifications from the various manufacturers of automated doors and automatic gates systems referenced in this solicitation.
2. Has Respondent's firm been in existence for 10 years? Fully describe Respondent's company and experience as it relates to the following:
History of company (to include number of years/months in business);
History of company operations and types of services performed over the past ten years;
History of performing automated doors and automatic gates preventive maintenance and repair services, similar types of contracts, list the name(s) of the businesses/organizations, addresses, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
3. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe any relevant projects of similar size and scope performed over the past Five years. Identify associated results or impacts of the project/work performed.
4. Describe length of time Respondent has performed project(s) of similar size and scope, including services in high use public or government buildings.
5. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
6. List other resources, including total number of employees, number and location of local offices, number and types of equipment available to support this project.
7. 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.
8. Identify the number of professional qualifications (to include licenses, AAADM certifications, and other relative association's certifications) of the staff projected to be assigned to perform recurring maintenance and repairs of the associated automated doors and automatic gates, and list relevant experience on projects of similar size and scope.
9. State the primary work assignments and the percentage of time key personnel will devote to the project if awarded the contract.
10. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items. Due to the quantity of facilities, volume of automated door and automatic gate equipment to be maintained, and constant use of the devices simultaneously at the various facilities, Contractors are encouraged to submit plans that address the specific equipment at each of the various locations.

Automated Doors and Automatic Gates Preventive Maintenance & Repair Services – Prepare and submit narrative responses to address the following items.

1. Ramp Up Plan – Describe how Respondent will ramp up to successfully manage the various types of automated doors and automatic gates systems at City owned and operated facilities located throughout the City of San Antonio to perform recurring preventive maintenance and repair service requirements and follow the contract specifications. Provide information such as staffing, availability of parts, preventive maintenance and repair services, and quality customer service efforts. Provide an implementation plan for Respondent to mobilize and commence activities upon award of the Contract.

2. Staffing Plan – Describe Respondent's Staffing Plan for providing Automated Doors and Automatic Gates Preventive Maintenance and Repair Services. Provide a weekly staffing schedule which indicates the total number of hours to be worked by each job classifications employed on this Project for each facility. The Contractor must have available a minimum workforce of AAADM certified technicians with the specified qualifications, that are able to respond to multiple service calls and perform scheduled maintenance work simultaneously on any given day without impacting the availability of Equipment at any of the various locations throughout the city of San Antonio.

For each person to be assigned to work under the contract, provide certifications, licenses, number of years' 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 each person.

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 procedures for maintaining background checks.
- d. Describe Respondent's plan for providing service during regular business hours and after-hours, weekends, and holidays as requested. Provide point of contact information.

3. Scope of Project – Describe Respondent's plan to manage automated doors and automatic gates systems preventive maintenance and repair services for the various City departments. 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 are needed, describe in detail your plan for acquiring these resources.

4. Operating and Maintenance Plan – Describe Respondent's proposed plan to conduct operations, including service categories, specific tasks, staff assigned, and schedule of events.

Describe Respondent's Electronic Diagnostic Tools available to diagnose all malfunctioning equipment at each of the designated locations.

Describe Respondent's plan to ensure proper maintenance of the automated doors and/or automatic gates throughout term of the contract. Identify the specific tasks and schedules. Provide written procedures of all maintenance tasks proposed to be performed.

Respondent shall include a copy of the proposed preventive maintenance schedules for the various locations separately.

Indicate how Respondent distinguishes minor repairs from major repairs.

5. Tools and Parts – Describe Respondent's ability to obtain and maintain any necessary proprietary tools and parts (to include spare parts) necessary to perform the maintenance requirements of the scope of services. Provide an inventory of short-term and long-term delivery items. Describe Respondent's ability to obtain and maintain any necessary proprietary tools and parts (to include spare parts) that become obsolete during term of contract.

6. Warranty – Describe Respondent's and manufacturer's warranty programs for parts and services required for Respondent to perform the scope of services for this contract.

7. Quality Assurance/Quality Control (QA/QC) Plan – Describe Respondent's current QA/QC Plan 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.

Provide Respondent's proposed plan to meet with City Staff to review performance issues.

8. Environmental Standards/Practices – Describe how Respondent will utilize environmentally friendly (green) products and practices. Provide a listing of environmentally friendly (green) service products/options that will be suggested to City Staff for the automated doors and automatic gates preventive maintenance and repair services.

9. Customer Service Plan – Describe Respondent's customer service plan and discuss lines of communication and interaction with City Staff and others.

Provide primary point of contact information for Contractor(s) Account Representative. Respondent shall submit, with its proposal submittal, the name, address, and phone number(s) 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.

CONTRACTOR(S) ACCOUNT REPRESENTATIVE:

Name: _____

Title: _____

Office Location: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

SERVICE REQUEST INFORMATION:

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

Contact Person: _____

Phone: _____

Fax: _____

Email: _____

10. Recordkeeping – Describe Respondent’s Electronic Recordkeeping System and what tools are required to access the data. Describe the software system and reporting capabilities and how the City will have access to this information. Respondent shall include sample reports or screenshots for review.

11. Training Plan – Describe Respondent’s training and instruction programs that Respondent will provide to its employees assigned to perform services in this contract to keep employees’ skills current. Describe how continuing education/training will be provided especially as relevant to the various makes and models of equipment in the facilities’ inventory. What does the training program consist of? List names of classes and frequency of training offered.

12. Safety Plan – Describe how Respondent will implement a Safety Plan for the contract, including plan to address employee injuries and accidents.

13. Maintenance Control Plan – Contractor shall submit a written detailed Maintenance Control Plan (MCP), specifically designed for City’s equipment and defining its planned preventive maintenance procedures to facilitate this Agreement’s intent and Services for all equipment included under this Agreement. Contractor shall adhere to the MCP, which shall meet the manufacturer recommendations and normal practices of the trade, and the minimum specifications contained herein. A copy of the proposed maintenance plan and schedule shall be submitted for each automated door and automatic gate system as part of Contractor’s plan with its proposal. 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 MCP shall be permanently maintained by the designated department utilizing this contract. Describe Respondent Maintenance Control Plan for equipment utilized for providing automated doors and automatic gates preventive maintenance and repair services. Indicate 1) average age, 2) frequency of maintenance, and 3) frequency of replacement for the following equipment to provide automated doors and automatic gates systems preventive maintenance and repair services:

14. Asset Life Cycle Management Program – Describe Respondent’s ability to 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 will evaluate investment schedules and constraints to assist the Facilities representatives with managing investments from individual system parts through full replacement packages for the lifetime of the building. Sample reports shall be submitted for evaluation. Contractor shall provide the first plan within one hundred twenty (120) days of contract award and annually thereafter.

15. Communication – Describe Respondent’s communication plan with City Staff. Describe devices to be utilized for quick communication access. Indicate what communications solutions Respondent will utilize to ensure Respondent’s staff are meeting contract specifications and installation requirements.

16. Emergency Response Plan – Describe Respondent’s emergency response plan. Indicate how Respondent will meet the required minimum response time, including information on whether or not Respondent will establish or maintain an office in order to meet the required response timelines

17. Security – Describe Respondent’s plan and security measures to be taken to ensure all locations are secured during and at the conclusion of each work period. Describe plan for notifying City Staff of any installation issues or irregularities or damages. Describe how Respondent shall establish and implement methods of ensuring that all keys and security codes for building access issued to Contractor by the City are not lost, misplaced, or used by unauthorized persons.

18. Obsolete Parts Plan - Contractor’s proposal must include a list of all components and parts in City’s Equipment that Contractor considers obsolete and provide a proposal for the full cost, including parts and labor, to replace, repair or upgrade these items.

19. Manufacturer Certification - Provide a letter from the manufacturer that the contractor is certified to perform the requirements of this solicitation with your proposal response. (See Section 004 – Specifications and Scope of Service, 4.3 PROOF OF LICENSING AND CAPABILITY).

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

21. Preventive Maintenance Hours - For each item of equipment listed on the Price Schedule, indicated the number of hours per month that you estimate you will spend performing the Scheduled Services.

22. The City has implemented Ready to Work which is an education and job placement program. Respondents can learn more about this initiative at Ready to Work (sanantonio.gov) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.

RFCSP ATTACHMENT B

PRICE SCHEDULE – REVISION II, DATED AUGUST 24, 2023

(Posted as separate document)

RFCSP ATTACHMENT C
LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFCSP ATTACHMENT D

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

(Posted as separate document)

RFCSP ATTACHMENT E

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) FORM

UTILIZATION PLAN

(Posted as separate documents)

RFCSP ATTACHMENT F

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

(Posted as a separate document)

RFCSP ATTACHMENT G

CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) ADDENDUM

(Posted as a separate document)

RFCSP ATTACHMENT H

PROPOSAL CHECKLIST

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

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

RFCSP ATTACHMENT I

JOBSITE VISIT SCHEDULE

Site Visits will commence following the Pre-Submittal Conference held on July 24, 2023. Site visits are not mandatory but are highly encouraged to attend.

Please contact Heidi Heridia at Heidi.heridia@sanantonio.gov to confirm your site visit and location no later than July 21, 2023, by 2:00 p.m.			
	Service Location and Address	Date	Time
1	City Tower – Concourse Level 100 W. Houston St San Antonio, TX 78205	7/21/2023	10:00 a.m.
2	City Hall 100 Military Plaza San Antonio, TX 78205	7/21/2023	10:45 a.m.
3	Public Safety Headquarters (PSHQ) 315 S Santa Rosa Ave San Antonio, TX 78207	7/21/2023	11:30 a.m.

RFCSP ATTACHMENT J

PRE-SUBMITTAL CONFERENCE AGENDA, REVISION I, DATED JULY 19, 2023



**Request for Competitive Sealed Proposals – Annual Contract for Automated Doors & Automatic Gates
Preventative Maintenance and Repairs
(RFCSP 23-058, Rfx. 6100017209)**

Monday, July 24, 2023, 9:00 a.m. Central Time

The Pre-submittal Conference will be held at City Tower, 100 W. Houston St. San Antonio, TX 78205, Concourse Level Medium Conference Room or via conference call. Prospective Respondents may join the conference call using the following instructions:

Microsoft Teams (Audio Only)
Dial-In Number: 469-378-0661
Access Code: 6760733 577#

Video Conferencing Device:
Sanantonio@m.webex.com
Video Conference ID: 111 528 998 1

Join from the meeting link: [Click here to join the meeting](#)



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/irj/portal>**
- II. Overview of Background and Scope of Services**
- III. Term of Contract**
- IV. Small Business Program Presentation (SBEDA)**
- V. Review of Responses to Questions Submitted in Advance, if any**
- VI. Overview of RFCSP Process:**

- A. RFCSP Requirements
- B. Submission Instructions
- C. Restriction on Communications
- D. Evaluation Criteria

VII. Key Points/Reminders:

A. Restrictions on Communication

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

Final Questions Accepted: Friday, July 28, 2023, at 2:00 p.m., Central Time.

All written questions are to be sent to:

Stephanie Nouman, Procurement Specialist III, stephanie.nouman@sanantonio.gov

City of San Antonio

Finance Department, Procurement Division

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

RFCSP Release Date:	July 10, 2023
Pre-Submittal Conference:	July 24, 2023, @ 9:00 am Central Time
Final Questions Accepted:	July 28, 2023, @ 2:00 pm Central Time
Proposal Due:	August 25, 2023, @ 2:00 pm Central Time

C. Proposal Submission:

Proposals must be submitted electronically through the SAePS portal.

LATE PROPOSALS WILL NOT BE ACCEPTED. RESPONSES SENT BY FAX OR EMAIL 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/irj/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) 207-0118 or email Vendor Support at vendors@sanantonio.gov

VII. Questions

VIII. Adjourn



RFCSP EXHIBIT IA

DOORS EQUIPMENT LIST & LOCATIONS, REVISION II, DATED AUGUST 24, 2023

(Posted as a separate document)

RFCSP EXHIBIT IB

GATES EQUIPMENT LIST & LOCATIONS, REVISION I, DATED AUGUST 24, 2023

(Posted as a separate document)