



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

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")**  
**NO.: 6100016634; 23-068**

**SUPPLEMENTAL ON-CALL HVAC FILTERS AND SERVICES (ARPA FUNDED)**

**Date Issued: March 3, 2023**

**PROPOSALS MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM, CENTRAL TIME, APRIL 17, 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, April 17, 2023

RFCSP No.: 6100016634; 23-068

Respondent's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes      DBE / ACDBE Requirements: None

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

Pre-Proposal Conference \* YES

\*If YES, the Pre-Proposal conference will be held on March 13, 2023, at 3:00 p.m. via conference call. Respondents may call the toll-free number listed below and enter access code to participate the day of the conference.

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

**Access Code:** 2454 933 9984

**Meeting Password:** 6100016634

Staff Contact Person: Stephanie Nouman, Procurement Specialist III, P.O. Box 839966, San Antonio, TX 78283-3966.  
Email: [stephanie.nouman@sanantonio.gov](mailto:stephanie.nouman@sanantonio.gov)

### PROHIBITED CAMPAIGN CONTRIBUTIONS

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

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

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

***\*For this solicitation, the first day contributions are prohibited is Friday, March 17, 2023. The first day contributions may be made is the 31st day after the contract is approved at a City Council “A” Session.***

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### RESTRICTIONS ON COMMUNICATIONS

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

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

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

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

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## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

Submission of Proposals. Respondents must submit proposals electronically. Respondent must comply with the Restrictions on Communication section of this RFCSP and **shall not provide full or partial copies of its proposal submission to City officials or City employees**, as defined by that section. Failure to submit a proposal in accordance with the prescribed process will result in Respondent's proposal being disqualified from consideration.

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 RFP or proposal from the time the RFP 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 RFP 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 RFP 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 March 29, 2023 by 4:00 pm. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail.

Stephanie Nouman, Procurement Specialist III  
City of San Antonio, Finance Department  
[Stephanie.nouman@sanantonio.gov](mailto:Stephanie.nouman@sanantonio.gov)

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

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at [vendors@sanantonio.gov](mailto: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.

Exceptions to the Restrictions on Communication with City employees include:

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

#### Pre-Submittal Conference.

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

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

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

#### Changes to RFCSP.

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

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

#### Preparation of Proposals.

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

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

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

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

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

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

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

#### Description of Supplies.

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

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

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

Samples, Demonstrations and Pre-award Testing. If requested by City, Respondent shall provide product samples, demonstrations, and/or testing of items proposed to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of a proposal. All samples (including return thereof), demonstrations, and/or testing shall be at Respondent's expense. Samples will be returned upon written request. Requests for return of samples

must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

#### Estimated Quantities for Annual Contracts.

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

#### Respondent’s Due Diligence.

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

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

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

#### Interlocal Participation.

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

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

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

#### Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

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

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

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

Proposal Opening. The names of the respondents will be publicly read aloud online through WebEx at 2:30 P.M. on the day the proposals are due. In accordance with state law, the contents will not be revealed until after the contract is awarded.

Join by phone: 1-415-655-0001  
Meeting number (access code): 177 587 8554  
Password: COSA

#### Evaluation and Award of Contract.

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

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

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

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

#### Inspection of Facilities/Equipment.

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

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

#### Prompt Payment Discount.

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

City will not consider discounts that provide fewer than 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 any reference to the Respondent’s proposed price or revenue to the respective section designated for this information. PLACING PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFCSP MAY RESULT IN THE RESPONDENT’S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

### **TABLE OF CONTENTS**

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

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

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

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

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

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

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
  - Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>
1. Download form and complete all fields. All fields must be completed prior to submitting the form.
  2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
    - a. names of the agency board members and executive committee members,
    - b. list of positions they hold as an individual or entity seeking action on any matter listed:
      - (1) The identity of any individual who would be a party to the transaction;
      - (2) The identity of any entity that would be a party to the transaction and the name of:
        - a. Any individual or entity that would be a subcontractor to the transaction;
        - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
        - c. The board members, executive committee members, and officers of entities listed above; and
      - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
    - c. names and titles of officers of the organization.
  3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

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

**CERTIFICATE OF INTERESTED PARTIES (FORM 1295).** Complete and submit the Certificate of Interested Parties (Form 1295) found in the link below and in this RFCSP as Attachment E.

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

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

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

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

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

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

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

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

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

(1) receives compensation from the business entity for the person’s participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

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

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

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

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

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

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

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

**ADDENDA.** Sign and submit addenda, if any.

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

## **EVALUATION CRITERIA**

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

**Evaluation Criteria:**

- A. Experience, Background, Qualifications (35 points)**
- B. Proposed Plan (30 points)**
- C. Price (15 points)**
- D. Small Business Economic Development Advocacy (SBEDA) Program (20 points)**

- **SBE Prime Contract Program – 10 pts.**

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

- **M/WBE Prime Contract Program – 10 pts.**

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

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

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1 SCOPE:** The City of San Antonio is soliciting proposals for qualified contractors to furnish the necessary labor, materials, service equipment, tools, supervision, supplies, transportation, methods of communication, and service reports, to provide supplemental “on-call” filter replacements, to heating, ventilation, and air conditioning (HVAC) systems and HVAC supporting equipment through an on call contracting services (OCCS) contract, also referred to as job order contract (JOC) for the Building and Equipment Services Department (BESD), San Antonio Fire Department (SAFD), and Convention, Sports Facilities (CSF) Department in accordance with the specifications listed herein. The facilities are located throughout San Antonio, TX. The services are required to establish a recurring filter replacement program. The HVAC system, supporting equipment and any other associated items shall be referred to herein as “equipment.”

The filter replacement services are required to preserve the safety, reliability, and functionality of the equipment at the various City facilities throughout San Antonio, TX. The services shall consist of, but are not limited to, the recurring replacement of filters as required by the specification listed herein. The contractor's prices submitted on Attachment B, Price Schedule, shall include the specific filter types and/or components required and the necessary labor. Contractor shall perform work as per the manufacturer's requirements, codes and this solicitation.

In accordance with the requirements of Chapter 2269, Texas Government Code, the City established a maximum aggregate contract price of \$2,400,000.00, for all contracts awarded pursuant to RFCSP No. 6100015808; 22-118, issued October 7, 2022. The intent of the City in this supplemental RFCSP is to add to the previously awarded OCCS contract(s) by awarding additional OCCS contract(s). The City does not guarantee any number or dollar value of jobs, tasks or purchase orders allocated for each contract. The City does not anticipate any one OCCS project to be valued at \$250,000.00, however any individual purchase order valued over \$250,000.00 will require approval by the San Antonio City Council by passage of an ordinance.

Respondents who submitted a proposal for RFCSP No. 6100015808; 22-118 are not required to resubmit their proposal or submit a new proposal in response to this supplemental RFCSP.

The following is using federal assistance provided to the City of San Antonio by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), 31 CFR 35 which amends Title VI of the Social Security Act (42 U.S.C 801 et seq.) by adding sections 602 and 603. The City anticipates the ARPA funds program will be available until December of 2025.

### 4.2 PROOF OF LICENSING & CAPABILITY:

- 4.2.1 Contractor Qualifications:** Contractor shall furnish evidence satisfactory to the City specifically demonstrating that the management of the firm has, in the past, satisfactory performed the work required herein.

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

**4.2.1.2** Contractor shall be engaged in providing commercial HVAC filter replacements for a minimum of five (5) continuous years prior to proposal submission for facilities of a similar size with similar equipment. Contractor shall submit with its bid a list of filter replacements performed on HVAC equipment previously maintained by Contractor that is of the type and grade to be maintained under these specifications/scope of work. Include the quantity of each unit, length of time for which services were provided, dates services were provided, and name of owner of each HVAC unit. Contractor may include the same information pertaining to similar HVAC units for which Contractor has provided maintenance services.

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

**4.2.1.4** 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.

- 4.2.1.5** Contractor shall have an available minimum work force of certified trained technicians with the specified qualifications in a sufficient quantity assigned to this Contract to be able to respond to City facilities to provide filter changes at multiple facilities simultaneously at all times. Contractor shall maintain an adequate number of certified trained personnel in San Antonio, Texas at all times. If additional service calls are requested, the Contractor shall have the capability to get additional resources that meet the qualifications of this solicitation. Contractor shall also provide, with its bid response, a list of available personnel to perform work hereunder, including each person's qualifications.

**4.2.2 Supervisor Qualifications:**

- 4.2.2.1** The Contractor shall submit evidence that the supervisors 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 supervisors have been trained to perform the same type of work on the same type of equipment. The manufacturer's certification or Contractor's letter shall validate, to City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.
- 4.2.2.2** All of Contractor's supervisors performing work on the Equipment shall have a minimum of five (5) years of experience performing filter services. Contractor shall supply documentation to confirm this amount of actual experience.
- 4.2.2.3** Supervisors shall be certified as per federal, code, state, and local regulations for related work tasks.
- 4.2.2.4** Contractor shall provide certification or documentation that the supervisors performing filter services meet the requirements of the Scope of Work. The certification shall validate, to City's satisfaction, the supervisor's capability to perform the services required by this specification/scope of work.
- 4.2.2.5** Contractor shall provide documentation that the supervisors have the required safety training for the work environment, as applicable.
- 4.2.2.6** Contractor shall provide certification or documentation that the supervisors meet the requirements of the National Air Filtration Association Level 1. In addition to the Level 1 certification, the Contractor can provide certification or documentation that the supervisors have acquired the training that is mandatory to meet the scope of work. The certifications shall validate to City's satisfaction, the supervisor's capability to perform the services required by this specification/scope of work.

**4.2.3 Technician Qualifications:**

- 4.2.3.1** The Contractor shall submit evidence that the technicians who will be assigned to this contract are manufacturer trained and certified technicians for the work specified herein (defined as personnel who have had formal specific manufacturer's training). Alternatively, Contractor shall provide a letter certifying that the Contractor's technicians have been trained to perform the same type of work on the same type of equipment. The manufacturer's certification or Contractor's letter shall validate, to City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.
- 4.2.3.2** All of Contractor's technicians performing work on the Equipment shall have a minimum of five (5) years of experience performing filter services. Contractor shall supply documentation to confirm this amount of actual experience.
- 4.2.3.3** Technicians shall be certified as per federal, code, state, and local regulations for related work tasks.
- 4.2.3.4** Contractor shall provide certification or documentation that the technicians performing filter services meet the requirements of the State of Texas. The certification shall validate, to City's

satisfaction, the technician's capability to perform the services required by this specification/scope of work.

**4.2.3.5** Contractor shall provide documentation that the technicians have the required safety training for the work environment.

**4.2.3.6** Contractor shall provide certification or documentation that the technicians performing filter services meet the requirements of the National Air Filtration Association Level 1. In addition to the Level 1 certification, the Contractor can provide certification or documentation that the technicians have acquired the training that is mandatory to meet the scope of work. The certifications shall validate to City's satisfaction the technician's capability to perform the services required by this specification/scope of work.

**4.2.4** Helpers can be used to support the qualified technicians. One qualified technician or supervisor shall be at the location at all times. Qualified technicians or supervisors shall be responsible for performing the filter services at each location.

**4.2.4.1** Notwithstanding anything stated to the contrary herein, Contractor may use helpers to assist the onsite technicians/supervisors.

**4.2.4.2** Contractor shall provide documentation that the helpers have the required safety training for the work environment.

**4.3 DEFINITIONS:** Whenever a term defined by the Uniform Commercial Code (UCC), as enacted by the State of Texas, is used in this contract, the UCC definition shall prevail, unless otherwise defined in this contract. For the purpose of this solicitation the following definitions shall apply:

1. **BESD:** City's Building and Equipment Services Department, **SAFD:** San Antonio Fire Department, **CSF:** Convention, Sports, and Facilities
2. **CCDR: City Designated Departmental Representative:** The facilities maintenance manager or coordinator for the respective City Department.
3. **Equipment:** The HVAC systems and supporting equipment as required by this solicitation.
4. **Helper:** A person that is part of an apprentice program that is recognized by manufacturer or other industry recognized organizations. If a helper is used, the helper is under direct supervision of the qualified technician. A helper cannot be on site without a qualified technician. The helper shall be in a registered apprenticeship program per Department of Labor and the National Apprenticeship Act or other industry recognized organization.
5. **Filter Replacement Services:** Regular filter replacements as required by the manufacturer's standards and specifications.
  - a. Replace equipment filters as required by the specifications/scope of work listed herein, and specifically Section 4.5.1 to ensure the following:
    - i. Safe, consistent, and reliable operations
    - ii. Maximum operational performance (efficiency)
    - iii. Maximum beneficial usage (effectiveness and energy conservation)
    - iv. Maximum life cycle (prolonging its usable "life")
    - v. Protection of equipment against premature failings
6. **Holidays:** Holidays are defined as City recognized holidays as published on the City's website at [www.sanantonio.gov](http://www.sanantonio.gov)
7. **ID Badges:** Identification badges
8. **NAFA:** National Air Filtration Association
9. **NETA:** National Electrical Testing Association
10. **NFPA:** National Fire Protection Association
11. **Parts:** Includes all materials and goods used to perform the requirements in this solicitation.

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

<b>American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)</b>	
ASHRAE 52.2	Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size
	Handbook – HVAC Systems and Equipment
<b>American National Standard Institute (ANSI)</b>	
ANSI I 80	Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems
ANSI/NETA	Standard for Acceptance Testing Specifications
<b>International Building Code</b>	
IBC	International Building Code
IMC	International Mechanical Code
IPC	International Plumbing Code
IEBC	International Existing Building Code
<b>National Fire Protection Association (NFPA)</b>	
NAFA 70	National Electrical Code
NFPA 101	Life Safety Code
<b>National Air Filtration Association</b>	
NAFA	Installation, Operation and Maintenance of Air Filtration
NAFA	NAFA Guide to Air Filtration
<b>Other</b>	
OSHA	Occupational Safety and Health Administration Standards
UL 900	Standard for Air Filter Units
ISO 9001	Quality Management

**4.5 MATERIAL:** Materials shall be in current production, as offered to commercial trades, and shall be of top quality. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE.

**4.5.1** 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.

**4.5.2** Specified materials, components, and/or parts and equipment shall be standard products of a manufacturer regularly engaged in the manufacture of such products. Specified equipment shall essentially duplicate equipment that has performed satisfactorily for at least two (2) years prior to bid opening. Standard products shall have been in satisfactory commercial or industrial use for two (2) years prior to bid opening. The two (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 (2) year period.

**4.5.3** Contractor is responsible for all Equipment required in the performance of this contract.

**4.5.4** The contractor is responsible for all testing equipment that is used to perform the requirements of the specification/scope of work.

**4.5.5 Material Performance Requirements:**

**4.5.5.1** The burden of ascertaining product/performance equality of proposed substitutions from those items specified is to be borne by Contractor. Product substitutions will be accepted for review by the City. If data provided by Contractor is deemed inadequate to make a determination as to the equality of the proposed substitute, without additional research by the City, it will be rejected. Approval by the City shall not relieve Contractor from responsibility for any errors or omissions, nor from responsibility for complying with the requirements of this solicitation, except with respect to variations described and approved by the City.

**4.5.5.1.1** The material for this scope of work shall meet or exceed the American Society for Testing and Materials (ASTM), Underwriters laboratories (UL), American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), Manufacturer's



standards, and/or other code recognized agency as required by the national, state and local codes.

**4.5.5.1.2** Materials used in the contract shall meet industry, environmental, and ASTM standards.

**4.5.5.1.3** Pleated High Capacity HVAC Filters: Air filters shall be medium efficiency pleated panels consisting of cotton and/or synthetic media, welded wire media support grid, and beverage board enclosing frame. The filters shall be rated in accordance with the ANSI/ASHRAE 52.2 Standard.

**4.5.5.2** A welded wire grid, spot-welded on one-inch centers and treated for corrosion resistance shall be bonded to the downstream side of the media to maintain radial pleats and prevent media oscillation. The wire grid shall have all four right angles or the unsupported area of filter media by the wire system should not exceed 1 (one) square inch. The unsupported distance between connecting points should not be greater than 1 inch. If a welded wire grid is not provided, the filter should have a non-welded metal grid that provides support to the filter media and to the moisture resistant beverage board frame. The non-welded wire grid system shall meet the following requirements:

**4.5.5.2.1** The unsupported area of filter media by the non-welded metal grid system should not exceed 1 (one) square inch.

**4.5.5.2.2** The unsupported distance between connecting points should not be greater than 1 (one) inch.

**4.5.5.2.3** The connection points shall not separate from each wire during operation.

**4.5.5.2.4** The non-welded metal grid shall be corrosion resistant.

**4.5.5.2.5** The non-welded metal grid shall have all four right angles as approved by the CDDR.

**4.5.5.2.5.1** An enclosing frame of less than 28-point high wet-strength beverage board shall provide a rigid and durable enclosure. The frame shall be bonded to the media on all sides to prevent air bypass. Integral diagonal support members on the air entering and air exiting side shall be bonded to the apex of each pleat to maintain uniform pleat spacing in varying airflows. Filter media requiring separate, rigid structures or frames for installation is unacceptable.

**4.5.5.3** The beverage board shall be moisture resistant.

**4.5.5.4** Adhesives used in the manufacturing of the filter shall be moisture resistant.

**4.5.5.5 Performance:**

**4.5.5.5.1** The filter shall have a Minimum Efficiency Reporting Value of MERV-13 when evaluated under the guidelines of ANSI/ASHRAE Standard 52.2. The media shall maintain or increase efficiency over the life of the filter.

**4.5.5.5.2** Initial resistance to airflow shall not exceed 0.23", 0.31" or 0.27" w.g. at an airflow of 350, 500 or 500 fpm on 1", 2" or 4" deep models respectively.

**4.5.5.5.3** The filter shall be listed by Underwriters Laboratories as UL Class 900.

**4.5.5.5.4** The bidder shall provide evidence that the filter manufacturer's processes meet the certification requirements of ISO 9001 or an equal program.

**4.5.5.5.5** Filters shall have the following Lifetime Guarantees. Any filter or filter media requiring more frequent changes than the frequency stated in the scope of work to maintain specified performance is unacceptable.

- 4.5.5.5.6** Contractor shall provide manufacturer's guarantee that the integrity of the filter pack to 2.0" w.g. or equal packing method prevents moisture from affecting the integrity of the unused filters (grid, filter media, beverage board, etc.)
- 4.5.5.5.7** If the static pressure for any 2- or 4-inch filters, in rooftop units or air handling units, exceeds twice the initial static pressure reading, within three (3) months, then the selected filter does not meet the City requirements. Replacement filters shall be provided at no charge. One (1) inch filters and all filters at both of the Animal Care Services locations are excluded from this requirement and are to be replaced monthly. If the contractor proposed a change of filter replacement frequency, the Contractor shall provide documentation that filter meets the requirements of this scope of work.
- 4.5.5.5.8.** The filter manufacturer shall provide the Estimated Annual Energy Cost for the proposed filter. The filter manufacturer shall provide documentation supporting the annual energy cost information and the method used. The selected method shall validate, to City's satisfaction, that method meets the services required by this specification/scope of work.
- a. National Air Filtration Association (NAFA) Guide to Air Filtration fifth Edition, 2014 provides the necessary information to estimate annual energy cost.
  - b. Vendors shall provide all documentation supporting the energy value to include calculations, test information if available, assumptions, etc.
- 4.5.5.5.9** The Filter shall have an Energy Cost Index (ECI) value of four stars or higher. The filter manufacturer shall provide documentation supporting the ECI value. Other rating methods using the life cycle cost and energy cost to compare filter will be accepted. The selected method shall validate, to City's satisfaction, that method meets the services required by this specification/scope of work. Below is a suggested table for ECI Rating scale. The ECI rating system looks at a filter's efficiency over its lifetime and the energy required to move air through that filter. For example, a filter with an energy cost of \$600 per year and captures an average of 45 percent of selected particle (0.4 micron) over its useable life, this filter would have an ECI of \$13.30. (Rounded down to  $\$13.30 = \$600/45$ ).

<b>Suggested Rating Scale (dollar per year)</b>	
\$0 to \$16	Five Stars
\$17 to \$32	Four Stars
\$33 to \$48	Three Stars
\$49 to \$64	Two Stars
Greater than \$65	One Star

- 4.5.5.5.10** The contractor shall provide a life cycle cost analysis of the proposed filter using the format from addendum 13.1 of the National Air Filtration Association (NAFA) Guide to Air Filtration fifth Edition, 2014.
- 4.5.5.5.11** The filter should fit securely in the equipment frame, so filter air bypass does not occur or is substantially eliminated. The Contractor shall use an approved method by CDDR to determine air bypass.
- 4.5.5.6 Acceptable Manufacturers:**
- 4.5.5.6.1** Filters shall be Camfil MERV-13 or equal
  - 4.5.5.6.2** Glasfloss Z-Line Series MR-13, Puracell II P & PH, VP & VPX or equivalent
  - 4.5.5.6.3** LoadTech Plastic Single Header HEPA
- 4.5.5.7** Bypass Elimination: Panel filters shall be installed utilizing SnapStik or equivalent to ensure that air bypass between and around individual filters is completely eliminated. Alternative methods will be

approved in writing by City. For alternative methods not including SnapStik, Contractor shall provide a device for aiding in the removal of panel filters for every unit.

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

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

- 4.6.1** The Bidder 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. Contractor shall carefully examine these specifications and, if necessary, secure from the City any additional information that may be a requisite to a clear and full understanding of the work. Bidders shall submit all questions in writing to Stephanie Nouman at [stephanie.nouman@sanantonio.gov](mailto:stephanie.nouman@sanantonio.gov). Questions must be submitted in compliance with section 003 – Instructions for Bidders, Restrictions on Communication. City's official response to questions will be addressed via an addendum.

**4.7 SERVICE LOCATIONS:** The facility site locations included on this service agreement, include the service locations as indicated below. Information on the equipment and filters required is listed in Attachment K – HVAC Filters List.

- 4.7.1** The City of San Antonio reserves the right to delete or add locations for Filter Services during this contract period so long as all locations are within the City of San Antonio. If Equipment is added to an existing location, or a new location is added to the contract, Contractor shall invoice in accordance with the prices stated in the Price Schedule at prices already listed in the Price Schedule for filters of the same size. The City will issue a change order to the contract to implement the change.

**4.8 CONTRACTOR GENERAL REQUIREMENTS:** Adhere to the terms and conditions identified in this solicitation. Contractor shall:

- 4.8.1** Provide a primary point-of-contact.
- 4.8.2** Provide a letter from the manufacturer that each technician who will perform work on this contract is certified to perform the requirements of this solicitation (See PROOF OF LICENSING & CAPABILITY, Section 4.2).
- 4.8.3** 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, holidays, weekend days, normal inclement weather, and cleanup; therefore, claims for delay shall not be allowed.
- 4.8.4** 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 purchase order or contract.
- 4.8.5** 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 the Contractor will in no way relieve the Contractor from responsibility.
- 4.8.6** Contractor shall perform all work safely and follow required safety standards to include, but is not limited to, OSHA, Federal, State, and City codes.
- 4.8.6.1** All local, state, and federal safety requirements, standards, and regulations shall be followed per the Contractor-provided Health and Safety Management Plan.
- 4.8.7** Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants of potential hazards.
- 4.8.8** Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen and police support, as required for each job. Proposed traffic control methods must be submitted to the City for approval prior to the commencement of work.

- 4.8.9 Contractor shall deliver, store, and handle all materials in a manner that shall prevent damage to the equipment and/or related components.
- 4.8.10 The Contractor shall thoroughly examine and become familiar with the City facility where services are to be performed, prior to commencing work, to ensure the service can be completed in an orderly and safe manner.
- 4.8.11 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.
- 4.8.12 Ensure all equipment and tools are well maintained, calibrated and in proper working order before use in the performance of this service.
- 4.8.13 Protect furnishings and other items with tarps, plastic sheeting or other methods as required and prior to commencing work.
- 4.8.14 Contractor shall at all times keep the sites, including storage areas, free from accumulations of waste materials. Before completing the work, Contractor shall remove from the premises all rubbish, tools, scaffolding, equipment, and materials that is not the property of City. Upon completing the work, Contractor shall leave the site in a clean and orderly condition satisfactory to City. Final cleanup is part of the work and Contractor is responsible for all construction refuse disposal containers and their removal from the site.
- 4.8.15 No debris shall be dumped and left in the building, on the roof and/or surrounding areas.
- 4.8.16 Contractor shall not use City waste disposal containers.
- 4.8.17 Contractor shall properly dispose of all debris, old materials, and trash resulting from the specified work in an approved landfill. Contractor shall be responsible for the disposal of all waste to include universal and hazardous materials resulting from the work. Handling and transporting of all waste materials shall be performed in accordance with safety and environmental regulations. Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.
- 4.8.18 All local, state, and federal safety and environmental requirements, standards, and regulations shall be followed per the Contractor-provided Health and Safety Management Plan or other Contractor-provided plan. All services must comply with applicable federal, state, and local law. In the case of capital expenditures in particular, this includes environmental and permitting laws and regulations.
- 4.8.19 Contractor shall confine its operations (including storage of materials) to areas authorized or approved by the City.
- 4.8.20 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, repaired or replaced by Contractor at no cost to City.
- 4.8.21 The Contractor shall be responsible for all long distance phone charges.
- 4.8.22 Contractor shall notify the City's representative once the work is complete and ready for its intended use.
- 4.8.23 Contractor shall not affect other buildings systems during the performance of the services required by the solicitation. Impact to the building systems shall be corrected by Contractor at no cost to City.

#### **4.9 SERVICE REQUIREMENTS:**

##### **4.9.1 Services NOT Required by the Contractor:**

- 4.9.1.1 Contractor is not responsible for HVAC and/or boiler inspections.
- 4.9.1.2 Contractor shall not be required, as part of the 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 (modification to the equipment that is not recommended by the manufacturer) for any reason whatsoever.

**4.9.1.3** Contractor shall not perform maintenance on the HVAC equipment and systems other than the replacement of the filters.

**4.9.1.4** Testing of equipment in new construction.

**4.9.2 Services Required by the Contractor:**

**4.9.2.1** Contractor shall provide filter replacement services for all equipment. All work shall meet manufacturers and industry standards to include, but is not limited to, NAFA Guides and Standards.

**4.9.2.2** Contractor shall ensure Filter replacement services are performed in such a way that the safe operation of equipment is not affected.

**4.9.2.3** Contractor shall furnish qualified technicians on the job site for performance of filter replacements.

**4.9.2.4** The crews shall be managed to ensure they are available to perform filter replacements on the Equipment. This will prevent interruptions.

**4.9.2.5** Contractor shall have a maintenance supervisor specifically assigned to this contract for the purpose of ensuring the maintenance technicians adhere to the requirements of the solicitation and the standards, regulations, codes, and HVAC performance requirements.

**4.9.2.6** Rental of scissor lift platforms or other lifting equipment for reaching units in high places is the Contractor's sole responsibility.

**4.9.2.7** Contractor shall develop and provide filter replacement reports.

**4.9.2.8** Contractor shall participate in an annual meetings and other meetings as necessary.

**4.9.2.9** Contractor shall be able to provide proposals for the departments to acquire filters to keep in stock as per the Department's request.

**4.9.3 Filter Reports: Contractor shall:**

**4.9.3.1** Provide a filter plan that identifies Contractor's ability to effectively provide and install hvac Filters of all sizes, types, and recommended manufacturers.

**4.9.3.2** Develop a list of filter sizes, MERV ratings, designated facilities, and location within the facilities for all units. Information shall be provided in Excel ® file format.

**4.9.3.3** Identify and provide information on any changes from the last report.

**4.9.3.4** Provide a replacement schedule for each fiscal year (Oct. 1<sup>st</sup> through Sept 30<sup>th</sup>).

**4.9.3.5** Contractor shall maintain proper electronic records of equipment serviced under this contract that includes, but is not limited to, facility site name, site location, zip code, equipment nomenclature - make/brand, model number, BTU / Ton size, serial number, approximate date of installation or manufacturer date, airflow resistance before and after replacing filters, refrigerant type, frequency of inspections, maintenance tasks performed with service dates. Also include the number of units, date and name of the technician(s) who serviced the equipment, and certification by Contractor that the filter replacement has been performed. The following general information shall be included in the service reports: start time and completion time of service, equipment age, design and inherent quality of the equipment, usage, environmental condition, improved technology, industry standards, itemized part list, operation condition, comparison of results versus the manufacturer's specifications, etc.

**4.9.3.6** Contractor shall furnish a legible report at each service call to the CDDR for signature verifying the service was performed and checked by the designated department representative. The report shall have attached a checklist of items completed for the equipment.

**4.9.3.7** The report shall be signed and dated by Contractor's technician upon completion.

**4.9.4 Filter Replacement Frequency:** In addition to the requirements in Section 4.5.5, the Contractor shall ensure:

**4.9.4.1** All 1" thick filters are replaced the first week of each month. The filters shall meet the requirements of Section 4.5.5. If the contractor proposed a change of filter replacement frequency, the Contractor shall provide documentation that filter meets the requirements of Section 4.5.5 and this section.

**4.9.4.2** All units with filters size 2 inches and larger shall be replaced quarterly (first two weeks of October, January, April, and August) unless the system relies on 50% or more outside air. The filter shall meet the requirements of Section 4.5.5. If the contractor proposed a change of filter replacement frequency, the Contractor shall provide documentation that filter meet the requirements of Section 4.5.5 and this section.

**4.9.4.3** All Energy Recovery Ventilator (ERV) units and any HVAC units that rely on 50% or more outside air, for proper operation, shall have filters replaced the first week of each month. The filter shall meet the requirements of Section 4.5.5 and this section. If the contractor proposed a change of filter replacement frequency, the Contractor shall provide documentation that filter meet the requirements of Section 4.5.5 and this section.

**4.9.4.4** A list of all locations and units that are known by City to use ERV units or rely on 50% or more outside air are included and labeled as ERV units in Attachment K – HVAC Filters List.

**4.9.5 Filter Service:**

**4.9.5.1** Contractor shall provide a schedule for filter replacements at the applicable locations.

**4.9.5.2** Contractor is required to provide the filter media as part of this contract. Filter media shall meet or exceed the manufacturers' recommendations as detailed in the maintenance and operation manuals for the particular units being serviced and this solicitation.

**4.9.5.3** Contractor shall contact CDDR to schedule an appointment for filter changes in accordance with the contract requirements regarding filter replacements and within the time period as indicated by the annual schedule.

**4.9.5.4** Technicians will arrive on job site at scheduled appointment time, wearing appropriate work attire and proper Personal Protective Equipment. Technicians will park in designated parking areas at each location.

**4.9.5.5** Technicians shall immediately make contact with the appropriate CDDR at time of arrival and sign the log.

**4.9.5.6** If an escort is needed, the Technicians shall remain with the escort at ALL TIMES or as directed by CDDR.

**4.9.5.7** Technicians shall proceed with filter replacements per the following:

**4.9.5.8** Turn off power at disconnect switches or VFDs so particulate is not sucked in the unit while changing filters (coordinate this with the CDDR).

**4.9.5.9** Remove panel or door to access filters, exercising caution not to damage the roof or adjacent surfaces with the panel or door.

**4.9.5.10** Remove existing used air filters.

**4.9.5.11** Replace used air filters with new clean specified filters that fit the filter racks properly.

- 4.9.5.12** Write the date (month, day, and year) on the end of each new filter and include Technician's initials using a black marker clearly designating the exact date the filters were changed.
- 4.9.5.13** Replace panel or door and make sure it fits properly using the applicable hardware.
- 4.9.5.14** Replace all mounting screws or door hardware to secure the panel or door, even if it was missing screws/hardware when opened. In the event the recessed mounting holes are worn out, replace screws/hardware with the next larger size to ensure it fits snugly.
- 4.9.5.15** Turn ON disconnect switch or VFD and make sure all trash, debris, and used filters are removed from the work area/mechanical room.
- 4.9.5.16** Repeat steps above until all filters are replaced for all units.
- 4.9.5.17** Once work is complete, Technician shall perform one final round to check that all doors/panels are properly secured, and confirm that all trash, debris, and filters are removed, leaving the work area cleaner than the way it was found.
- 4.9.5.18** Technician shall make contact with CDDR once again to effectively communicate the job is complete and sign the log and include departure time.
- 4.9.5.19** Technician shall report any issues discover such as dirty/frozen coils, loose, or broken fan belts, unusual noises, etc. to the CDDR.
- 4.9.5.20** Any filter size/quantity adjustments shall be noted on the Filter Report and updated for future jobs.
- 4.9.5.21** City POC will be notified of any changes at job site. Technician and CDDR shall sign and date Filter Report.
- 4.9.5.22** CDDR shall receive "customer copy" and Technician shall keep "original copy" for Contractor's records.
- 4.9.5.23** Technician shall not depart from the job site leaving any used filters, and shall dispose of them in accordance with the Disposal and Recycling Program.

**4.9.6 Status of Equipment Notification Requirements:** The Contractor shall:

- 4.9.6.1** Notify the facility CDDR of any condition that impairs the continued safe use of the equipment covered under the scope of this contract, including, but not limited to: conditions which may cause injury; conditions which may cause damage to equipment; conditions which may be hazardous; and other abnormal conditions. The Contractor shall notify the CDDR within thirty (30) minutes of servicing any of the equipment.
- 4.9.6.2** Notify the CDDR in the event any Equipment requires an extended amount of time off-line. This shall be approved by the CDDR in advance of shutting off the Equipment.

**4.9.7 Service and Callback Logs:** The Contractor shall:

- 4.9.7.1** Service and callback logs shall consist of but is not limited to:

1. Service Provider Number
2. Date and Time call was placed
3. Date and Time Technician arrived
4. Date and Time work was completed
5. Description of work that was performed
6. Description of any testing and inspection
7. Serial Number
8. Model Number
9. Location (Building Name and Address)
10. If applicable, estimated costs for additional services

**4.9.7.2** The Contractor shall provide the service log to the CDDR upon the completion of the required work.

**4.9.8 Annual Meetings:** The Contractor shall:

**4.9.8.1** Meet with CDDR annually. The scope of this meeting shall include but is not limited to:

**4.9.8.1.1** A review of the previous quarter's services and callbacks.

**4.9.8.1.2** A review of work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of equipment from service;

**4.9.8.1.3** A review of any reported complaints; and

**4.9.8.1.4** A review of reports, etc.

**4.10 GENERAL WORK REQUIREMENTS:**

**4.10.1** Contractor shall furnish all labor, equipment, materials, and supplies required to comply with the solicitation.

**4.10.2** Contractor shall perform all work in strict compliance with the requirements of the manufacturer's requirements, and all applicable federal, state, and local laws and regulations.

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

**4.10.4** Travel charges to the job site will NOT be allowed. Mileage and travel time to and from the job site is not reimbursable under this contract. Mileage and travel costs shall be included in the quoted prices. City shall not be responsible for trip charges and/or service charges related to Contractor delivering the wrong materials. Contractor shall only invoice the City for the time spent on City property and in accordance with the Price Schedule.

**4.10.5** Before ordering any materials or performing any work, the Contractor shall verify all requirements and is responsible for correctness of the same. No exchange or compensation will be allowed on account of differences.

**4.10.6** Parts and/or components and workmanship shall be those as recommended by the manufacturer of the equipment, professional trade standards, and applicable codes and standards.

**4.10.7** Contractor shall furnish manufacturer's recommended materials, data, and manuals, etc., for the filter services of the HVAC system to the CDDR, if applicable. See 4.12 Submittals.

**4.10.8** Contractor staff, including but not limited to, supervisor, service representatives, service technicians and helpers shall meet and follow all City security and other standards.

**4.10.9** Contractor shall be responsible for the conduct and performance of the Contractor's employees including any subcontractors.

**4.10.10** City will provide necessary and reasonable means of access.

**4.10.11** Equipment being serviced. Contractor shall be free to stop and start all primary equipment incidental to the filter services of the equipment as necessary provided that arrangements are mutually agreed upon by the Contractor and the CDDR in advance. The Contractor shall furnish a detailed estimate of downtime for all services. Extended periods of equipment shutdown at any facility shall be coordinated through CDDR.

**4.10.12** Contractor shall provide a digital picture for any failed part(s) and/or components within 24 hours of filter service or as required by this specification/scope of work.

**4.10.13** Contractor shall provide a company contact and phone number for all inquiries from the City if awarded this contract within 5 calendar days of contract commencement.

**4.10.14** Bid prices for all services in Attachment B – Price Schedule shall reflect all associated costs including materials and labor hours.



**4.10.15** Contractor's forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation of this contract.

**4.10.16** The work in this solicitation shall be performed while the facilities are occupied or unoccupied; therefore, the Contractor shall provide the services in a manner which does not impact or interfere with occupants' daily responsibilities.

#### **4.11 SUBMITTALS:**

**4.11.1** A manufacturer's letter certifying that the contractor is authorized to provide the services required under this solicitation, or alternative letter pursuant to 4.2.1.1, shall be submitted with the bid response.

**4.11.2** Product and Material Data: Within ten (10) calendar days after notice to proceed or issuance of City Purchase Order for the filter services, Contractor shall submit product and material data for each type of product indicated or anticipated to be used under this solicitation to the CDDR. The product data shall include a manufacturer's printed statement of Volatile Organic Compounds content. For other services or other requirements, the Contractor shall provide the material data information within five (5) calendar days after notice to proceed or issuance of City Purchase Order

**4.11.3** Samples for Verification: Upon request of the contractor shall provide a sample of the filters within ten (10) calendar days. The proposed filter samples shall meet the filter requirement of the solicitation.

**4.11.4** Within fifteen (15) calendar days after notice or contract award. Contractor shall provide an annual contract/project schedule (for scheduled filter services) for the current fiscal year (from contract start date through September 30) to CDDR for approval and coordination. The contractor shall provide a new schedule by September 1 for the next fiscal year (from October 1 through September 30). Contractor shall continue to provide contract/project schedule annually for the same period thereafter throughout the term of this contract and all renewal periods.

**4.11.5** In addition to the Invoicing and Payment terms in Section 006 - General Terms and Conditions and Attachment J - attachment – Keys to Faster Payments, all invoices must be submitted in duplicate (one copy to CDDR and original invoices to Accounts Payable.). Invoices shall be sent within Thirty (30) days of completing the specified work herein.

**4.11.5.1** Invoices shall include Purchase Order number, Department Name, Facility Name and Address.

**4.11.5.2** Invoices shall be legible and clearly annotated.

**4.11.5.3** Items billed on invoices must be specific as to applicable stock number, manufacturer, description

**4.11.5.4** 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.

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

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

- a.** Proof of City Permit Fees Paid (if applicable)
- b.** Copy of Filter Report

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

**4.11.7** The Contractor shall provide warranty documents to the CDDR within five (5) calendar days after completion of the work, if applicable.

**4.11.8** The Contractor shall provide manufacturer filter service procedures (O & M Manuals as applicable) to CDDR within five (5) calendar days after completion of the work for new equipment or for existing equipment as requested by CDDR.

- 4.11.9 The Contractor shall provide installation procedures to CDDR within five (5) calendar days after notice to proceed or issuance of City Purchase Order.
- 4.11.10 Contractor shall provide a service report within five (5) calendar days after completion of work. Payment may be withheld on any filter service is not performed or report is not submitted as specified.
- 4.11.11 The Contractor shall provide a written Quality Control Program (QC Program) within fifteen (15) calendar days after award for the current fiscal year. The Contractor shall provide a Quality Control Program by September 1st for the next fiscal year to the CDDR. Contractor shall continue to provide QC Program plan annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.11.12 The Contractor shall provide monthly and annual service logs to CDDR for each location within ten (10) days after the end of the month for the monthly logs and an annual log for the previous year by October 1 of each year to CDDR. Contractor shall continue to service logs for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.11.13 All submittals shall be provided in written or electronic formats and emailed directly to the CDDR.
- 4.11.14 Digital photos of failed parts shall be provided within twenty-four (24) hours of the service or as required by this specification to the CDDR.
- 4.11.15 The Contractor shall provide notification of deficiency and/or impairment of HVAC systems in writing within twenty-four (24) hours of the service to the CDDR.
- 4.11.16 Contractor shall provide a list of Key staff by September 1 of each year or five (5) calendars days after a change of personnel to the CDDR. In addition, the Contractor shall provide within the same time period the required certifications and licenses for any new key staff. Contractor shall continue to provide key staff report annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.11.17 Contractor will provide manufacturer's written guarantee of performance for each type of filter within sixty (60) days of contract award and by September 1 of each year to the CDDR.
- 4.11.18 The Contractor shall provide an annual Filter Schedule -see 4.11.4.

#### **4.12 WORK HOURS:**

- 4.12.1 Normal Working Hours: Normal working hours are defined as Monday – Friday, 8:00 a.m. CT to 5:00 p.m. CT, exclusive of City recognized Holidays.
- 4.12.2 Overtime work hours will be Monday through Friday 5:01 p.m. CT to 7:59 a.m. CT, all day on weekends and on City recognized holidays.
- 4.12.3 All work shall be coordinated with the CDDR to ensure building access and the least amount of disruption to the building occupants at all locations.
- 4.12.4 Municipal Plaza Building filter changes shall be performed on Mondays, Tuesday, Wednesday, and Fridays during normal working hours.
- 4.12.5 All filter replacements at City Hall shall be performed during the weekend (Sat. / Sun.) with prior authorization to ensure there are no events scheduled.

#### **4.13 BUILDING RESTRICTIONS:**

- 4.13.1 **ACCESS:** The contractor shall make prior arrangements with the CDDR for access to the buildings to perform the services and obtain temporary access badges, if necessary.
- 4.13.2 **IDENTIFICATION:** Contractor's and/or subcontractors' personnel shall present a professional appearance and be readily identifiable to City staff when called out, to perform work under this contract. Contractor shall have the following:
  - 4.13.2.1 Vehicle(s) with Contractor's Logo

**4.13.2.2 Contractor Uniforms or Company Logo Apparel.** Contractor's personnel shall present a neat appearance and be easily recognizable as a contractor employee. This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges that 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.

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

**4.13.3 PARKING:** The contractor shall make arrangements with CDDR prior to off-loading tools and equipment at the job site. The contractor shall park only in spaces assigned by the designated City representative.

Contractor shall park only in designated parking spaces when performing solicitation services at any location. The 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 the Contractor.

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

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

**4.13.6 CRIMINAL BACKGROUND CHECKS:**

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

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

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

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

- a. Felony conviction – permanent disqualifier
- b. Felony deferred adjudication – permanent disqualifier
- c. Class A misdemeanor conviction – permanent disqualifier
- d. Class A misdemeanor deferred adjudication – permanent disqualifier
- e. Class B misdemeanor conviction – disqualifier for 10 years
- f. Class B misdemeanor deferred adjudication – disqualifier for 10 years
- g. Open arrest for any criminal offense (felony or misdemeanor) – disqualifier until disposition
- h. Family violence conviction – permanent disqualifier

**4.13.6.7** Security Addendum for Criminal Justice Information Services (CJIS). Contractor will be required to provide services to City departments that perform criminal justice services. Criminal Justice Agencies, such as the San Antonio Police Department, are required to comply with the security requirements managed by the Federal Bureau of Investigations (FBI) and state agencies, such as the Texas Department of Public Safety. The federal Criminal Justice Information Services Security

Policy (Policy) applies to every individual, contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Contractor shall comply with the Policy and shall execute the CJIS Security Addendum attached to this RFCSP. Contractor's employees or agents who are subject to the Policy will be required to sign a Contractor Employee Certification and be finger printed. All costs associated with compliance with the CJIS Policy shall be borne by Contractor. Contractor shall comply with any changes made to the security requirements by law.

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

**4.14.1 PERFORMANCE WARRANTY:** Work performed under the specification/scope of work 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.

**4.14.2 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 Facilities Management or designee with all manufacturers' warranty documents upon completion of service prior to leaving the job site.

**4.15 UNSATISFACTORY PERFORMANCE:**

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

**4.15.1.1** "Call back" to correct the previous service

**4.15.1.2** Contractor personnel assigned does not have the skill or knowledge to diagnose the problem or perform the required services.

**4.15.1.3** Contractor does not provide submittals as required by the specification/scope of work.

**4.15.1.4** Contractor does not complete the work as required by the specification/scope of work.

**4.15.1.5** Contractor does not provide invoices as required by specification/scope of work.

**4.15.1.6** Contractor does not meet the schedules as required by specification/scope of work.

**4.15.1.7** Contractor does not meet performance requirements as required by specification/scope of work.

**4.15.1.8** Contractor does not meet meeting requirements by the specification/scope of work.

**4.15.1.9** Contractor does not meet documentation requirements by the specification/scope of work.

**4.15.2** Parts, maintenance procedures, and workmanship provided by Contractor shall be those as recommended by the manufacturer of the equipment, and professional trade standards. Failure of Contractor to produce quality service under the terms established in this specification/scope of work may result in the termination of the contract by City.

**4.15.2.1** Contractor does not have an effective and efficient quality program as required by the specification/scope of work.

**4.16 DELIVERY, STORAGE AND HANDLING REQUIREMENTS:**

**4.16.1** Materials shall be delivered to the job site by the contractor and the quantity shall be sufficient to complete the daily contract requirement.

**4.16.2** Materials shall be protected from the environment and temperature fluctuation.

**4.16.3** Due to the size of mechanical rooms and equipment locations, the contractor shall not store materials, parts and/or components without written authorization from CDDR.

**4.17 QUALITY CONTROL PROGRAM:**

**4.17.1** Only trained and certified technicians shall be used to provide services.

**4.17.2** Only products shipped directly from manufacturer, or an approved distributor shall be used in this contract.

**4.17.3** The contractor shall ensure that quality standards are met during and after all services.

**4.17.4** All services shall meet codes and manufacturer's standards.

**4.17.5** The contractor is responsible for quality services and quality control.

**4.17.6** The contractor shall provide a report that shows meeting performance requirement.

**4.17.7** The program shall meet ISO 9001 and/or similar standards.

**4.18 SERVICES AND RESPONSE TIMES:** 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.

Contractor shall provide a point of contact (name and phone number) to be available 24/7 including week, weekend, and holidays.

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

**4.18.1 FILTER REPLACEMENT SERVICES:** The Contractor shall perform the scheduled work on the date scheduled, or within ten (10) working days of the scheduled date, if the scheduled date cannot be met due to unforeseen conditions, such as bad weather, during the scheduled date. After the initial proposed schedule, the Contractor shall notify CDDR via email or phone call the facilities that are scheduled for service fourteen (14) calendar days before the proposed date.

**4.18.2 CALL BACKS AND RESPONSE TIME:** Call backs are returns for inspections or services for an incident that City previously requested, and for which Contractor previously reported having completed the services. Call backs during normal working hours and after normal working hours and city recognized holidays are included in the price of this contract. Call back service is included at no additional cost to City. Call back response time shall be as follows:

**4.18.2.1** The Contractor shall call back the CDDR within fifteen (15) minutes of receipt of phone call or email from CDDR.

**4.18.2.2** Contractor technician shall respond on site within thirty (30) minutes of receiving the notification during both Normal Working Hours and Overtime Hours.

**4.19 SPECIAL CONDITIONS:**

**4.19.1** If at any time, after the date of the bid, Contractor reduces the comparable price of any article or service covered by this bid 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 City. In addition to invoicing at the reduced prices, Contractor shall furnish promptly to City complete information as to such reductions.

**4.19.2** City reserves the right to make, or cause to be made, inspections and tests whenever it deems advisable or necessary to ascertain that the requirements of this specification/scope of work are being fulfilled. The Contractor agrees to furnish personnel to accompany City and/or its representatives during such inspections at no cost to City. Deficiencies noted shall be submitted in writing to the Contractor. The 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.

**4.19.3** Contractor shall pay for all state and/or local inspection fees with regard to operation of equipment covered by this specification/scope of work, if applicable.

**4.19.4** The City may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from City. Contractor agrees:

**4.19.4.1** To treat, and to obligate Contractor's employees, subcontractors and suppliers to treat as confidential all such information whether or not identified by City as confidential.

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

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

**4.19.6** Contractor shall be fully staffed and have the ability to handle workload as specified in this specification/scope of work.

**4.19.7** Contractor shall complete any required filter replacement services prior to the end of the contract period. In the event this is not accomplished prior to completion of contract, the City reserves the right to procure the service elsewhere and charge Contractor for the difference in cost of such services. Contractor shall pay the said sum within twenty (20) calendar days of receipt of the City's notice.

**4.19.8 Filter Disposal and Recycling Program:**

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

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

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

**4.19.8.1.3 Pricing** – Any costs associated with these recycling requirements shall be included in Contractor's fees indicated on Attachment B – Price Schedule.

**4.19.9 The Contractor shall solve problems:**

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

## 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. This contract shall terminate on March 23, 2025.

### Renewals:

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

The City intends to award up to three (3) contracts; however, the final number of awarded contracts will be determined by number of proposals received and the outcome of the evaluation process.

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

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

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

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

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

### Internal / External Catalog.

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

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

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

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

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

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

- Your part 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

No later than 30 days before the scheduled event, 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);.
- 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 Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

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

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

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:

<b>INSURANCE TYPE</b>	<b>LIMITS</b>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.



f. Damage to property rented by you	
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.

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. Respondent shall provide CITY with subcontractor certificates and endorsements the subcontractor starts work.

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

City of San Antonio  
Building and Equipment Services Department  
Attn: Stephanie Nouman  
PO Box 839976  
San Antonio, TX 78228

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

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

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

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

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

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

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

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

## FEDERAL GRANT FUNDING PROVISIONS:

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Rules), set forth at 2 CFR Part 200, are hereby incorporated by reference.

Suspension and Debarment. This contract is a covered transaction for purposes of 2 CFR Part 200. As such, the contractor is required to verify that neither the contractor, nor its principals, as defined at 2 CFR 180.995, are excluded or disqualified as defined at 2 CFR 180.940 and 2 CFR 180.935, respectively. The contractor is required to comply with 2 CFR 200, and must include the requirement to comply with 2 CFR 200, in any lower tier covered transaction it enter into.

Contractor certifies that:

- Neither it nor its principals are presently debarred, suspended for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program;
- Contractor shall provide immediate written notice to City if, at any time during the term of this contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the State or Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 200, while this offer is valid and throughout the period of any contract that may arise from this offer.

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

Termination. If this contract is cancelled or terminated, City shall pay Vendor for conforming goods delivered and services provided prior to the date of termination, offset by any amounts due and owing from Vendor to City.

### Certification Regarding Lobbying Contract Clause

Contractor certifies that, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Clean Air Act & Federal Water Pollution Control Act Contract Clause. Clean Air Act & Federal Water Pollution Control Act - (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended. Contractor agrees to report each violation to the City and understands that the City will, in turn, report each violation as required to the federal agency providing funds for this contract and the appropriate EPA Regional Office. (2) Contractor agrees to include these requirements in each subcontract to this contract exceeding \$150,000 financed in whole or in part with federal funds.

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), City encourages Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), City encourages Contractors to adopt and enforce policies that ban text messaging while driving.

#### STATE GRANT FUNDING REQUIRED AUDITING PROVISION.

In the event that City utilizes State grant funding, Contractor agrees: (1) the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under this contract; (2) acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and (3) under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### Mandatory Federal Contract Provisions

##### I. Title VI Notice

The City of San Antonio in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

##### II. General Civil Rights Provisions

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

##### III. Title VI Clauses Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment

practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### IV. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination

- on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### V. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### VI. Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### VII. DRUG-FREE WORKPLACE

##### (a) Definitions. As used in this clause—

“Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act ([21 U.S.C. 812](#)) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.

##### (b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about—
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b) (1) of this clause;

- (4) Notify such employees in writing in the statement required by paragraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will—
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b) (1) through (b) (6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR [23.506](#), render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

#### Incorporation of Attachments.

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

Attachment A – Part One – General Information Form  
Attachment A – Part Two – Experience, Background and Qualifications  
Attachment A – Part Three – Proposed Plan  
Attachment B – Price Schedule  
Attachment C – Contracts Disclosure Form  
Attachment D - Litigation Disclosure Form  
Attachment E – Certificate of Interested Parties (Form 1295)  
Attachment F – Small Business Economic Development Advocacy (SBEDA) Program  
Attachment G - City of San Antonio Subcontractor/Supplier Utilization Plan  
Attachment H – Veteran Owned Small Business (VOSB) Preference Program Tracking Form  
Attachment I – CJIS Addendum  
Attachment J – Working with COSA – Keys to Faster Payments  
Attachment K – HVAC Filters List  
Attachment L – Pre-submittal Conference Agenda  
Attachment M – SBEDA Presentation  
Attachment N – Proposal Checklist

## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

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

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

### Invoicing and Payment.

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

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

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

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

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

#### Information Required on Invoice.

All invoices must be in a form and content approved by the City. 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.** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and Vendor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction. **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. 6100016634

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

## 008 - STANDARD DEFINITION

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

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

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

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

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

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

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

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

Director – the Director of City’s Finance Department – Purchasing Division, 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:

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List Related Companies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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- 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.

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- 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.

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- 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.

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**11. Previous Contracts:**

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

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

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

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

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

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

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

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## REFERENCES

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

### Reference No. 1:

Firm/Company Name \_\_\_\_\_

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

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

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

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

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

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

### Reference No. 2:

Firm/Company Name \_\_\_\_\_

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

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

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

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

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

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

### Reference No. 3:

Firm/Company Name \_\_\_\_\_

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

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

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

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

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

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

## **RFCSP ATTACHMENT A, PART TWO**

### **EXPERIENCE, BACKGROUND, QUALIFICATIONS**

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

1. List and describe contracts of similar size and scope performed over the past five years on HVAC filters and replacements.  
NOTES: Contracts described must include the references given in the prior section. Please do not include City of San Antonio contracts as references.
2. Provide a list of current contracts for HVAC filters and replacements. Include effective date and termination/expiration date. For any contracts terminated prior to normal expiration, provide an explanation of reasons/circumstances.
3. Provide an organizational chart reflecting staff to be assigned to this contract, if awarded. At a minimum, Respondent must identify:
  - a. Person who will be assigned primary responsibility for administration of the resulting contract and for supervision of performance of work under the contract, if different. Provide 24/7 telephone numbers and e-mail addresses for this person(s).
  - b. Person who will be assigned as the primary technician along with their qualifications.
  - c. Personnel to be assigned that are certified to perform HVAC filter replacements.
4. For each person/position shown on the organizational chart, provide description of actual qualifications/experience working on the types of equipment and services. Include licenses, certifications, association memberships, etc.
5. List three current or past locations within the last five years that above-mentioned technicians have worked as it relates to the HVAC filters and replacement listed in RFCSP Section 004-Specifications/Scope of Services. Provide point of contact of business, along with their phone numbers.
6. 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.
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 venturers and/or sub-contractors have worked together in the past.
8. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## **RFCSP ATTACHMENT A, PART THREE**

### **PROPOSED PLAN**

Prepare and submit the following items. Provide response below each item.

#### **1. Training Plan:**

- a. Describe Respondent's plan to keep employee's skills current. Describe how continuing education/training will be provided.

#### **2. Maintenance Plan:**

- a. Describe the proposed plan to conduct monthly/quarterly/semiannual/annual filter replacement services. Indicate if Contractor is able to commit to a fixed schedule and if so, propose a schedule.
- b. Describe your ability to obtain and maintain any necessary tools and parts (to include spare parts) necessary to perform the scope of services. Provide a list of short-term and long-term delivery items.
- c. Describe the process for keeping accurate records. Detail if Respondent's system is manual or computerized and if computerized, any software and standard reports you can produce that would benefit the City.

#### **3. Other:**

- a. Describe your Safety Plan. Describe how Respondent will implement a Safety Plan for the contract, including plan to address employee injuries and accidents.
- b. Describe Respondent's Emergency Response plan. Indicate how Respondent will meet the required minimum response times. Include information on Respondent's dispatching procedures, proximity of offices and parts warehouses to service locations, stand-by staffing arrangements, etc.
- c. 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.
- d. Describe Respondent customer service plan and discuss lines of communication and interaction with City Staff and others.
- e. Provide primary point of contact information for Awarded Contractor(s) Account Representative. Respondent shall submit, with its proposal submittal, the name, address, and phone number of the person(s) to be contacted for the coordination of service. Respondent shall submit preferred method(s) to receive service requests from City departments.

#### **4. Additional Information:**

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

**RFCSP ATTACHMENT B**

**PRICE SCHEDULE**

Posted as a separate attachment

**RFCSP ATTACHMENT C**  
**CONTRACTS DISCLOSURE FORM**

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

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
  - Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>
1. Download form and complete all fields. All fields must be completed prior to submitting the form.
  2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
    - a. names of the agency board members and executive committee members,
    - b. list of positions they hold as an individual or entity seeking action on any matter listed:
      - (1) The identity of any individual who would be a party to the transaction;
      - (2) The identity of any entity that would be a party to the transaction and the name of:
        - a. Any individual or entity that would be a subcontractor to the transaction;
        - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
        - c. The board members, executive committee members, and officers of entities listed above; and
      - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
    - c. names and titles of officers of the organization.
  3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.



**RFCSP ATTACHMENT D**  
**LITIGATION DISCLOSURE FORM**

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

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

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

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

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

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

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

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

## RFCSP ATTACHMENT E

### **CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

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

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

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

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

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

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

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

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

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

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

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

**RFCSP ATTACHMENT F**

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

Posted as a separate attachment

**RFCSP ATTACHMENT G**

**CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN**

Posted as a separate attachment

**RFCSP ATTACHMENT H**

**VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM**

Posted as a separate attachment

**RFCSP ATTACHMENT I**

**CRIMINAL JUSTICE INFORMATION SERVICES ADDENDUM**

Post as a separate attachment

**RFCSP ATTACHMENT J**

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

Posted as a separate attachment

**RFCSP ATTACHMENT K**

**HVAC FILTER LIST**

Posted as a separate attachment

**RFCSP ATTACHMENT L**

**PRE-SUBMITTAL CONFERENCE AGENDA**

Posted as a separate attachment

**RFCSP ATTACHMENT M**

**SBEDA PRESENTATION**

Posted as a separate attachment

## RFCSP ATTACHMENT N

### PROPOSAL CHECKLIST

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

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

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

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