



CITY OF SAN ANTONIO
FINANCE DEPARTMENT, PURCHASING DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)

NO.: **6100015963; 23-054**

ANNUAL CONTRACT FOR PREVENTATIVE MAINTENANCE AND REPAIR OF
HVAC SYSTEM - SAPL

Date Issued: **FEBRUARY 22, 2023**

PROPOSALS MUST BE RECEIVED **NO LATER THAN:**

2:00 PM, CENTRAL TIME, MAY 5, 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, May 5, 2023**

RFCSP No.: 6100015963; 23-054

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 SBE / MWBE Requirements: Yes

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 3, 2023 at 2:00 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.

Conference Bridge: 1-415-655-0001

Meeting Link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m721c1a98044faabae58fde91088713f6>

Meeting Number (Access Code): 2457 334 5880

Meeting Password: COSA

2nd Pre-Proposal Conference will be held on March 7, 2023 at 10:00 A.M via conference call. Respondents may call the toll-free number listed below and enter access code to participate the day of the conference.

Conference Bridge: + 1 -415-655-001

Meeting Link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=mce441998e83085cbd594613f797890c9>

Meeting Number (Access Code): 2454 944 5253

Meeting Password: COSA

Staff Contact Person: Japan Shah, PROCUREMENT SPECIALIST III,
Email: Japan.Shah@sanantonio.gov

SBEDA Contact Information: Matthew Zuniga, 210-207-3922, matthew.zuniga@sanantonio.gov

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

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

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

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

****For this solicitation, the first day contributions are prohibited is March 8, 2023.***

The first day contributions may be made is the 31st day after the contract is approved at a City Council “A” Session.

RESTRICTIONS ON COMMUNICATIONS

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

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

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

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

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003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals. Respondents must submit proposals electronically.

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

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

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

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

Forms Requiring Signatures.

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the 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 below until 2:00 p.m. Central Time, on April 12, 2023. 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.

Japan Shah, Procurement Specialist III
City of San Antonio, Finance Department – Purchasing Division
Japan.Shah@sanantonio.gov

Questions submitted and the City's responses to questions will be posted with this solicitation.

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

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

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

Pre-Submittal Conference.

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

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

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

Changes to RFCSP.

Changes to this RFCSP made prior to the due date for proposals shall be made directly to the original RFCSP. Changes are captured by creating a replacement version each time the RFCSP is changed. It is Respondent's responsibility to

check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFCSP as it exists on the day proposals are due.

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

Preparation of Proposals.

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

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

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

Respondent’s Due Diligence.

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

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

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

Interlocal Participation.

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

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

Costs of Proposing. Respondent shall bear 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

Evaluation and Award of Contract.

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

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

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

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

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or

- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

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

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

State of Texas Conflict of Interest.

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

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

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

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

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

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

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

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

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

PART B

SUBMISSION REQUIREMENTS

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

Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors) and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFCSP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

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

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

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

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

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

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

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

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

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

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 E.

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.

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.

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

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

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

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

ADDENDA. Sign and submit addenda, if any.

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

EVALUATION CRITERIA

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

Evaluation Criteria:

Experience, Background, Qualifications (30 points)

Proposed Plan (35 points)

Price (15 points)

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

4.0 BACKGROUND

The City of San Antonio is soliciting proposals for a Contractor to provide maintenance, inspection, and repair services for various types of heating, ventilation and air conditioning (HVAC) systems and supporting components. Contractor is expected to furnish the necessary labor, materials, service equipment, tools, transportation, methods of communication, supervision, service reports, supplies, etc. The services required consist of, but are not limited to: Scheduled Maintenance, Inspection, Testing, and Repair Services for the San Antonio Public Library (SAPL) HVAC systems and supporting components. The HVAC systems, and supporting components, shall be referred to herein as "Equipment".

These services are required to preserve the safety, reliability and functionality of the Equipment located within various library Facilities throughout San Antonio, TX. The Equipment Scheduled Maintenance, Inspection, and Repair Services shall consist of, but are not to be limited to the following: servicing and cleaning the Equipment, checking and maintaining the Equipment components (all devices and parts associated with the HVAC systems), performing inspections, adjustments, testing and replacement of parts and/or components as herein specified for all Equipment covered under this contract and supporting components in accordance with the specifications listed herein. The Contractor's prices submitted on Attachment B, Price Schedule are to perform monthly, quarterly and semi-annual Inspection, Maintenance, and Repair Services for HVAC Systems and Associated Equipment shall include all parts and/or components and labor necessary to provide Scheduled Maintenance and to replace any part and/or component that may be worn from normal wear and tear to prevent from having to service the Equipment at a later date. Contractor shall perform work as per the manufacturer's requirements, Federal and State regulations, local codes, and this specification/scope of work.

4.1. DEFINITIONS

For the purpose of this solicitation the following definitions shall apply, in addition to the Standard Definitions in Section 008:

1. **ASME** – American Society of Mechanical Engineers
2. **ASTM** – American Society for Testing Materials
3. **AWS** – American Welding Society
4. **City Designated Departmental Representative (CDDR)**: The Facility Manager for the San Antonio Public Library.
5. **Equipment**: The Heating, Ventilation and Air Conditioning (HVAC) systems and supporting components.
6. **Helper**: a person that is part of an apprenticeship program that is recognized by manufacturer or other industry recognized organizations. If a helper is used, the helper is under the direct supervision of the contractor's qualified technician. A helper cannot be on site without a qualified technician. The helper shall be in a registered apprenticeship program per the Department of Labor and the National Apprenticeship Act or other industry recognized organizations.
7. **Holidays**: Holidays are defined as City recognized holidays as published on the City's web site at <https://www.sa.gov/Government/Closures>
8. **ID Badges** – identification badges.
9. **Part(s)** – all materials and goods used to perform the requirements in this solicitation. Interchangeable with the word "component(s)".
10. **Scheduled Maintenance**: Scheduled Maintenance: Regular maintenance required by codes and the manufacturer's standards. Scheduled Maintenance is work that is periodically performed on Equipment for the purpose of maintaining Equipment in satisfactory operating condition and to lessen the likelihood of it failing. Scheduled Maintenance is performed while the Equipment is functioning or by temporarily placing the Equipment out of service, so that it does not break down unexpectedly. Scheduled Maintenance involves systematic inspection, detection, prevention, and correction of incipient failures, before they become actual or major failures.

Scheduled Maintenance tasks are performed specifically to prevent failures from occurring. These tasks shall consist of but are not limited to: inspections, tests, measurements, adjustments, lubrication, replacement of Parts and/or components, cleaning, etc. Scheduled Maintenance is performed specifically to prevent failures from occurring. It is designed to preserve and restore Equipment reliability by replacing worn, fatigued and/or damaged Parts and/or components before they actually fail. In addition, it includes detailed record keeping and data analysis to avoid Equipment deterioration, so that worn, fatigued and/or damaged Parts and/or components can be replaced or serviced before they cause system failures. Service necessitated by normal wear and tear shall be included in Scheduled Maintenance.

All costs associated with Scheduled Maintenance, including, but not limited to: Parts, and/or components, lubricants and chemicals, are included in Contractor's prices submitted on Attachment B, Price Schedule. **Scheduled Maintenance does not include the total replacement of a system, an improvement, nor does it include work to install and test Equipment in new construction.** Contractor shall perform the maintenance work described herein for the prices stated on the price schedule.

The intent of this specification/scope of work is to maintain the Equipment to industry standards and "industry best" conditions by having an effective and efficient, Scheduled Maintenance program; thereby, preserving and maintaining the condition, appearance, and performance of the Equipment in keeping with its design and operational standards. The purpose of the program specified herein is to provide the following:

- Safe, consistent, and reliable operations
- Maximum operational performance (efficiency)
- Maximum beneficial usage (effectiveness – energy conservation)
- Maximum life cycle (prolonging its usable "life")
- Protecting the Equipment against degradation and deposition (build up) of grease, scale, corrosion, sediments, biological growths and other materials that can affect operations

11. **Repair/Other Services** - Service calls (emergency, urgent, and routine service calls) for work outside the Scheduled Maintenance.

Repair/Other Service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed and/or abnormal functioning Equipment and supporting components can be restored to their normal operating state. However, service calls necessitated by normal wear and tear are NOT considered Repair/Other Services and shall be part of the Scheduled Maintenance services. **Repair/Other Services does not include the total replacement of a system, an improvement, nor does it include work to install and test Equipment in new construction.**

Repair/Other Service call: Service work goes beyond the Scheduled Maintenance and is usually performed to return Equipment or systems to proper functionality, rather than to keep it operating. Other Service work for City's Equipment can only be performed with City approval as indicated herein. If requested by the CDDR, Contractor shall provide a quote, using the hourly rates established herein, for the Repair/Other Service work. Parts and/or components supplied for Repair/Other Service work will be paid to Contractor in accordance with the percentage markup indicated on the price schedule. Proposal Prices for Parts and/or other components shall be submitted on percentage markup of Contractor cost. Contractor shall only proceed with the additional work after receipt of a purchase order issued by the City or as provided herein. The City will not pay for any unauthorized Parts or labor charges. Evidence of said costs shall be submitted with the invoice for each service call. Contractor shall submit invoices with a copy of the written purchase order supplied by the department for which the services are provided. Such invoices shall have the language REPAIR/OTHER SERVICE (Select one: Emergency, Urgent, or Routine) indicated thereon. **Proof of costs shall be printed, properly identified and dated and submitted with the invoice.** For Repair/Other Service calls exceeding \$3,000.00, City reserves the right to obtain quotes from other parties. This contract shall not be considered exclusive with regard to Major Service calls; however, this non-exclusivity shall not relieve Contractor from its obligation to provide a quote and perform Major Service work hereunder, if requested by City.

- Minor Service calls shall constitute Repairs/Other Service calls that cost \$3,000.00 or less. Minor service calls require the CDDR's written approval or verbal approval before initiating work.

- Major Service calls shall constitute Repairs/Other Service calls exceeding \$3,000.00 in cost. A Purchase Order must be issued before performing Major Service work on any Equipment.
- Contractor shall submit an estimate prior to performing any service calls. The estimate shall include a comparison between repairing and replacing the item(s). Contractor will clearly annotate any item(s) where the cost of the service call is equal to or greater than seventy-five percent (75%) of the price of a new item(s)/replacement. The City reserves the right to accept Contractor's estimate or solicit estimates from other companies for repair work that is not specifically included in the scope of this contract.

Routine Service Calls – Service calls outside the Scheduled Maintenance.

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

Routine Service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed Equipment and/or abnormal Equipment operations can be restored to its normal operating state. However, if these types of service calls are necessitated by normal wear and tear, they are NOT considered Routine Service calls and no additional costs shall be billed to City. Normal wear and tear items shall be included in the Scheduled Maintenance service as defined by the specification.

Urgent Service Calls – Service calls outside the Scheduled Maintenance.

Urgent Service calls are not an emergency but can become an emergency. The CDDR or designee may request Urgent Service calls for any location listed herein.

Urgent Service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed Equipment and/or abnormal Equipment operations can be restored to its normal operating state. However, if these types of service calls are necessitated by normal wear and tear, they are NOT considered Urgent Service calls and no additional cost shall be billed to City. Normal wear and tear items shall be included in the Scheduled Maintenance service as defined by the specification.

Emergency Service Calls – Service calls outside the Scheduled Maintenance.

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

An Emergency Service call is any condition that can potentially impact the health, safety and welfare of City employees and/or the public as determined solely by the City. The City will identify Emergency Service calls at the time of notification.

Emergency Service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed Equipment and/or abnormal Equipment operations can be restored to its normal operating state. However, if these types of service calls are necessitated by normal wear and tear, they are NOT considered Emergency Service calls and no additional cost shall be billed to City. Normal wear and tear items shall be included in the Scheduled Maintenance service as defined by the specification.

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

4.2 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.

American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)	
ASHRAE 52.2	Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size
	Handbook – HVAC Systems and Equipment
American National Standards Institute (ANSI)	
ANSI I 80	Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems
ANSI/NETA	Standard for Acceptance Testing Specifications
International Building Code	
IBC	International Building Code
IMC	International Mechanical Code
IPC	International Plumbing Code
IEBC	International Existing Building Code

National Fire Protection Association (NFPA)	
NFPA 70	National Electrical Code
NFPA 101	Life Safety Code
Other	
OSHA	Occupational Safety and Health Administration Standards
UL 900	Standard for Air Filter Units
ISO 9001	Quality Management

4.4 SITE INSPECTIONS:

- 4.4.1 Respondents shall perform all investigations as necessary to thoroughly inform themselves regarding each facility for delivery of Material and Equipment, and the conditions and site/location for providing goods and services as required by this solicitation. No plea of ignorance by Respondent will be accepted as a basis for varying the requirements of City or the compensation to Respondent. Refer to **Attachment O – Site Visit Schedule**.
- 4.4.2 Respondent is encouraged to visit the service locations to become familiar with the amount of labor, Materials, and Equipment that shall be required in the performance of the work under this contract PRIOR to placing a bid and will be held to the prices bid on the Price Schedule. Respondent shall carefully examine these specifications and, if necessary, secure from the City any additional information that may be a requisite to a clear and full understanding of the work.

4.5 GENERAL REQUIREMENTS – Contractor Shall:

- 4.5.1 Adhere to the terms and conditions identified in this solicitation.
- 4.5.2 Provide a primary point-of-contact.
- 4.5.4 Perform and complete all work required. Contractor shall diligently perform the work to completion within the time set forth in the solicitation. The period of performance shall include, but is not limited to, mobilization, City recognized holidays, weekends, normal inclement weather, and cleanup; therefore, claims for delay shall not be allowed.
- 4.5.5 Ensure Contractor personnel are in compliance with the service requirements of this specification. Failure to comply with City service requirements may result in the cancellation of the contract or purchase order.
- 4.5.6 Contractor shall adhere to all applicable Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this solicitation. Ignorance on the part of Contractor shall not relieve Contractor from responsibility.
- 4.5.7 Contractor shall perform all work safely and follow required safety standards including, but not limited to, OSHA, Federal, State, and City codes.
- 4.5.8 Contractor shall provide all necessary safety barriers at the job site during the execution of work to alert building occupants and other people of potential hazards.
- 4.5.9 Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, and off-duty police officer support, as required for each job. Proposed traffic control methods shall be submitted in advance to the CDDR for approval prior to the commencement of work. CDDR's approval shall not, however, relieve Contractor from responsibility with regard thereto.
- 4.5.10 Contractor shall deliver, store, and handle all Materials in a manner that shall prevent damage to the Equipment and related components.
- 4.5.11 It shall be Contractor's responsibility for storage of any Materials and the City will not be responsible for loss or damage to Materials, Tools, Equipment, or work arising from acts of theft, vandalism, malicious mischief or other causes.
- 4.5.12 Contractor shall thoroughly examine and become familiar with the City facilities where services are to be performed, prior to commencing work, to ensure the services can be completed in an orderly and safe manner.
- 4.5.13 Contractor shall be responsible for obtaining all required permits applicable to performance of this solicitation. Contractor shall include all such costs within its pricing submitted in 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.
- 4.5.14 Ensure all equipment and tools are well maintained, calibrated and in proper working order before use in the performance of this service.

- 4.5.15 Protect furnishings and other items with tarps, plastic sheeting or other methods as required and prior to commencing work.
- 4.5.16 Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the work, Contractor shall remove from the premises all rubbish, tools, scaffolding, equipment, and materials that are not the property of City. Upon completing the work, Contractor shall leave the site in a clean and orderly condition satisfactory to City. Final cleanup is part of the work and Contractor is responsible for all construction refuse disposal containers and their removal from the site.
- 4.5.17 No debris shall be dumped and left inside the building, on the roof and/or surrounding areas.
- 4.5.18 Contractor shall not use City waste disposal containers.
- 4.5.15 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. 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.
- 4.5.20 Contractor shall confine its operations (including storage of Materials) to areas authorized or approved by the City.
- 4.5.21 Contractor shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages shall be reported and repaired or replaced by Contractor at no cost to City.
- 4.5.22 Contractor shall notify the City representative once the work is complete and ready for its intended use.
- 4.5.23 Contractor shall not affect building plumbing systems or other building's systems during the performance of the services required by the solicitation. Impact to the building's systems shall be corrected by Contractor at no cost to City.

4.6 SERVICE REQUIREMENTS:

- 4.6.1 Services not required by Contractor:
 - a. Contractor shall not be required, as part of the Scheduled Maintenance services, to conduct a safety test, unless recommended as part of Scheduled Maintenance by the Equipment's manufacturer, or to install new components or additional controls as recommended or directed by any insurance company or laboratory, or governmental authority, or to make replacements mentioned herein with parts or devices of a different design for any reason whatsoever.
 - b. Testing of Equipment in new construction.
 - c. Contractor is not responsible for providing water treatment services or collecting water samples. However, contractor is responsible to check chemicals and report any deficiencies to CDDR.
- 4.6.2 Services required by Contractor:
 - a. Ensure that Scheduled Maintenance, Other Services, or replacements of damaged, broken, or worn parts are done in such a way that safe operation of Equipment is not affected.
 - b. Furnish qualified maintenance technicians on the job site for performance of services. Contractor shall always maintain an adequate number of trained personnel specifically assigned to perform services under this contract.
 - c. Develop and provide a service plan for the City's Equipment. The service plan shall provide the items that Contractor shall check during the Scheduled Maintenance service. In addition, the plan shall include, but is not limited to: codes requirements, manufacturers' requirements, industry standards, regulatory requirements, etc.
 - d. A copy of the proposed service plan and schedule shall be submitted for each type of Equipment. This schedule shall include maintenance checklists, which shall become the property of the City of San Antonio when completed. The maintenance checklists along with the service plan shall be permanently maintained in each mechanical room or an outside weatherproof box for the locations covered by this contract. An electronic copy of the plan shall be provided to CDDR (See SUBMITTALS).
 - e. Contractor shall develop and provide a Life Cycle Management Program (LCMP).
 - f. Contractor shall provide service log reports.

- g. Contractor shall be responsible for the Scheduled Maintenance and Other Service calls of all electrical circuits and plumbing components pertaining to the operation of the Equipment covered under these specifications.
- h. Contractor shall participate in annual meetings and other meetings as requested by City.
- i. Take samples as part of the Scheduled Maintenance and/or to evaluate problems as required by the Other Services.
- j. Develop and provide a Scheduled Maintenance schedule for each location each year of the contract. The schedule shall be due before September 1st each year thereafter.
- k. Perform Other Services as required.
- l. Provide other documents as required by this solicitation.

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

- a. Equipment Manufacturer Names, model numbers, and serial numbers
- b. Equipment Location within the facility
- c. Maintenance schedules for:
 - Equipment and Components
 - Estimated time to complete the task
 - Description of the task
 - Materials, chemicals and tools needed
 - Measurements taken
 - Manufacturers' requirements, etc.
- d. Operating Information
- e. Tests required as part of the Maintenance Schedules.
- f. Quality Control Program
- g. Equipment age, condition, accumulated wear
- h. Environmental conditions
- i. Safety precautions and personal protective equipment (PPE) needed to perform the task.
- j. Each task performed needs to be signed and dated by Contractor's technician upon completion.
- k. The plan shall identify the monthly, quarterly and semi-annual tasks performed.

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

- a. Contractor shall provide an asset life cycle management program and report that provides a full analysis of the existing Equipment. The report shall include a modernization plan to improve the existing Equipment to the most recent safety, accessibility, performance, and aesthetics standards. The plan shall evaluate investment schedules and constraints to assist the CDDR with budgeting for the Equipment recommended. The report shall consist of, but is not limited to:
 - General Information
 - Equipment manufacturer, model and serial numbers
 - Age and type of Equipment
 - Analysis Report Dates
- b. Compare results versus the manufacturer's specifications.
- c. Review test data and maintenance reports.
- d. Identify condition of the systems.
- e. Provide trends based on tests, reports, manufacturer information, and other data sources.
- f. Evaluate performance.
- g. Evaluate service life.
- h. Provide recommendations.
- i. Expected O&M and Other Services to include estimated costs.
- j. Technology and Operations Improvements.

4.6.5 Contractor shall provide Service Reports. Contractor shall provide a comprehensive written and/or computerized Service Report based on each system after services are completed at each location. The reports shall consist of, but shall not be limited to:

- Start time and completion time.

- Date service was performed.
- Type of Equipment (manufacturer, make, model #, serial number)
- Maintenance tasks performed.
- Adjustments and/or other repairs performed.
- Tests performed and Equipment deficiencies identified.
- Equipment age, condition, accumulated wear.
- Design and inherent quality of the Equipment.
- Usage (hours or another indicator of run time).
- Environmental conditions observed.
- Improved technology enhancements recommended.
- Manufacturers' requirements.
- Industry standards.
- Itemized Parts list.
- Operating conditions.
- Detailed list of other tasks performed as part of the Scheduled Maintenance or Other Services.
- Photos showing condition of Equipment and Equipment information.
- If any non-contract Equipment is found to be in need of other services for the proper operation of the Equipment, Contractor shall include it in this report.
- Compare results versus the manufacturer's specifications.
- Provide deficiencies identified and offer recommendations for Other Services, repairs and/or replacements. The report shall advise of all inspection deficiencies identified or potential risks associated with the Equipment, and include the maintenance history of all components within each system. The report shall include suggested services for items that are in danger of imminent failure and include an itemized cost estimate. This cost estimate shall not be construed as an authorization for performing additional work. Submit extra work proposals to the CDDR before the next scheduled service.
- The maintenance report shall include a checklist of all scheduled items completed.
- If the system does not perform as designed, Contractor shall provide an itemized estimated cost for performing the required services to restore the system to proper operation. This shall be provided to the CDDR.

4.6.6 Contractor shall maintain proper electronic records of Equipment serviced under this contract that includes, but is not limited to, facility site name, site location, zip code, Equipment nomenclature - make/brand, model number, size, serial number, approximate date of installation or manufacture date, maintenance tasks performed (inspected, lubricated, and/or adjusted), service completed with dates, description of major problems, type of units, number of units, date and name of the technician(s) who serviced the Equipment, and certification by Contractor that cleaning and/or maintenance has been performed.

4.6.7 The reports shall address the Equipment condition, demonstrated by visual inspection, supplemented with video and/or photographs for the following:

- Surrounding areas in vicinity of Equipment
- Structures impacting the Equipment
- Associated piping, condensate drain lines, etc.
- Internal surfaces associated with the Equipment
- Covers and/or hatches to access the Equipment
- Motors associated with the Equipment
- Controls associated with the Equipment
- Pumps associated with the Equipment

4.6.8 Contractor shall furnish a legible report upon the completion of each service call to the CDDR for signature verifying the service was performed and checked by the CDDR. The report shall have attached a checklist of items addressed and completed for the Equipment.

- The report shall be signed and dated by Contractor's technician upon completion.
- The report shall list chemicals and materials required for the scheduled maintenance.
- The report shall list other parts used, etc.

4.6.9 Other material requirements:

- When Equipment, parts and/or components are replaced as a unit, and an updated design of the replacement is available, the newer design item shall be used as a replacement.
- If a part and/or component are found to be defective it shall be replaced at no cost to the City, unless the replacement is included in a larger service.

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

4.6.11 Equipment changes - In the event a control system is altered, modified, changed, or if any Equipment is in need of replacement, Contractor shall provide a written explanation and an estimated cost to the CDDR for approval prior to performing the recommended work. If approved by City, the work will be authorized when Contractor receives a purchase order.

4.6.12 Status of Equipment Notification Requirement:

- Contractor shall notify the CDDR of any condition that impairs the continued safe use of the Equipment covered under the scope of this contract, including, but not limited to: conditions which may cause injury; conditions which may cause damage to Equipment; conditions which may be hazardous; and other abnormal conditions per manufacturer's and/or industry standards. Contractor shall notify the CDDR within thirty (30) minutes from taking out of service any Equipment.
- Removal of unit from service: Removal of Equipment from service during peak hours shall be coordinated with and approved by City prior to removal. Removal of Equipment for service during off-peak hours is expected, but notification to and coordination with the City shall be provided at least thirty (30) minutes prior to removing any Equipment from service.

4.6.13 Contract Service Logs: Contractor shall provide service logs. The service and callback logs shall consist of, but are not limited to:

- Service Provider number
- Date and time call was placed
- Date and time technician arrived
- Description of maintenance performed
- Serial Number of Equipment
- Model Number of Equipment
- Location (Building Name and Address)
- If applicable, estimated cost for additional services
- Description of any testing and inspection required, etc.

4.6.14 Annual Meeting- Contractor shall meet with the CDDR. The scope of this meeting shall include, but is not limited to:

- A review of the previous services and call backs.
- A review of maintenance, including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of Equipment from service.
- A review of any reported complaints; and
- A review of reports.

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

4.6.16 Spills and other failures: Contractor shall:

- a. Be responsible for all clean-up costs and repairs due to any failure of Contractor's products, equipment, or services.
- b. Collect and dispose of spill Material at no cost to City.

4.7 SERVICES TO BE PROVIDED BY THE CONTRACTOR UNDER THIS CONTRACT:

The items below are provided so that Contractor understands the minimum expected service levels to be provided to the City under the terms of this contract. Not all of the items listed will be applicable to all service locations, but if any of the locations utilize any of the devices, then this service is expected to be performed at the time increment indicated. Other maintenance previously identified in these specifications shall also be completed. Contractor SHALL submit, a schedule of the monthly, quarterly, semiannual and annual equipment maintenance to be performed at the location(s) covered under this contract within 30 calendar days of being awarded the contract.

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

4.7.1 The preventive maintenance schedule shall include, but is not limited to:

- a. Estimated time to complete the task.
- b. Description of the task.
- c. Materials and tools needed.
- d. Measurements to be taken.
- e. Safety precautions and personal protective equipment (PPE) needed to perform the task.
- f. Each task performed needs to be signed and dated by Contractor's technician upon completion.
- g. In addition to scheduled monthly routine maintenance checks, Contractor shall perform two service calls per service location, for system shutdown and start-up during the appropriate seasonal period. The startup and shutdown service may be combined with preventive maintenance, unless the equipment needs to be set in use before the scheduled preventive maintenance has been performed.
- h. Rental of scissor lift platform or other lifting equipment for reaching units in high places is Contractor's responsibility.

4.7.2 Monthly Planned Maintenance

- Check operation of heating/cooling/ventilation equipment when in operation.
- Check general operation of all related equipment.
- Check condensate drain pans on air handling equipment. Clean as required for proper drainage.
- Lubricate fan and motor bearings.
- Check belt condition and tension. Adjust/Align/Replace as necessary.
- Check all pump and motor bearings. Lubricate as required.
- Check operation of boilers when in heating season.
- Check operation of all air-cooled condensers.
- Check air compressors and driers.
- Check operation of refrigeration compressors.
- Check refrigerant levels in all systems; document measurements.
- Check oil level in the compressors; document measurements.
- Check suction pressure, discharge pressure and oil pressure; document measurements.
- Visually inspect system for leaks using leak detector to pinpoint leaks.
- Measure and record system superheat and sub-cooling and record all readings on monthly report.
- Check the liquid line sight glasses; document measurements.

4.7.3 Quarterly Planned Maintenance

- a. **Air Compressors**
 - Change crankcase oil.
 - Oil motors.
 - Check for water in tank and dryer.
 - Clean air intake filter, replace if necessary.
 - Check belt and adjust or replace.
- b. **Air Cooled Condensers**
 - Check fan for alignment, balance and security to shaft.
 - Service all controls.
 - Tighten all electrical connections.
 - Inspect motor starter coils and contacts.
- c. **Pumps**
 - Check pump drives, mechanical seals and stuffing boxes.
 - Check and lubricate motor and pump bearings.
- d. **Air Handlers**
 - Check fan belts and replace as required.
 - Check operation of all dampers and pneumatic controls.
 - Check operation of pneumatic/electric valves and operators.
 - Check shaft alignment to motor.

4.7.4 Semiannual Planned Maintenance (twice/year)

- a. **Temperature Control Devices**
 - Check, clean, and calibrate all thermostats. Replace if defective.
 - Check and calibrate all pneumatic/electric control devices from heating and cooling operation.
 - Check operation of all control relays. (Electric and pneumatic, as applicable.)
- b. **Coils**
 - Clean all condenser coils. (Air cooled equipment).
 - Clean all evaporator coils. (Air cooled equipment); in-place coil cleaning on split systems 6.5 ton or less will not be an approved method of cleaning.
 - Clean all chilled water and hot water coils.
- c. Contractor shall provide the designated department the schedule of evaporator coil cleanings within 60 days after contract is awarded. If Contractor identifies a coil as new or clean, Contractor will be required to supply a digital photo for proof and approval by the department representative. All evaporator coils need to be cleaned at least once per year during the contract period. However, if any coils are found to be dirty during the contract period, the contractor shall perform the evaporator coil cleaning within 7 days or at the earliest convenience of the City.
- d. Contractor shall provide all labor and materials and equipment to provide for the thorough cleaning of all air handler heating and cooling coils twice a year, during the first month of the contract and again six months later.
- e. Contractor shall provide all labor, material and equipment for the thorough cleaning of all evaporator and condenser coils split systems, and heat pump units. Self-contained air conditioning units with integral blower units shall receive this same service. The coils are to be cleaned during the first month of the contract and then again six months later.
- f. Only non-corrosive chemicals or solvents, with a neutral pH, will be used for cleaning evaporator and condenser coils equivalent to those recommended by the manufacturer of the unit being serviced.

4.8 SPECIFIC REQUIREMENTS – Contractor shall perform on a monthly basis, unless otherwise noted

a. Boilers

- Inspect boilers and burner.
- Check for water and fuel leaks.
- Check sequence and operation of controls.
- Check setting and test operation of controls.
- Check operation of gas train.
- Check safety/relief valves.
- Annual State of Texas Boiler inspection includes boiler cleaning

Boiler locations listed below:

Guerra Branch Library, 7578 Military Drive West, San Antonio, TX 78227 – 1 Boiler

Collins Garden Branch Library, 200 N. Park, San Antonio, TX 78204 – 1 Boiler

Central Library, 600 Soledad Street, San Antonio, TX 78205 – 2 Boilers

Semmes Branch Library, 15060 Judson Road, San Antonio, TX 78247 – 1 Boiler

b. Chilled and Hot water Pumps

- Lubricate pump and motor bearings as per manufacturers' recommendations.
- Check suction and discharge pressures and pump strainer; clean as needed.
- Inspect packing or mechanical seal; adjust or replace as required.
- Inspect motor mounts and vibration pads.
- Visually inspect pump alignment and couplings.

c. Routine Maintenance Air Handling Unit

- Lubricate motor and shaft bearing as required.
- Check motor for proper operation.
- Check drive belt for proper tension and wear.
- Inspect inlet guide vanes to blower assembly and pneumatic control.
- Inspect heating and cooling coils.

d. A/C Heat Pump Unit Split DX Systems (Central AC/Heater unit):

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

e. Ventilation/exhaust systems (Quarterly Planned Maintenance) Contractor shall perform this service on a quarterly basis, at a minimum, for all locations.

- Visually check belts; replace if necessary.
- Inspect pulleys and sheaves.
- Measure and record motor amps for each system, provide information with report.
- Provide Exhaust Fan checklist of items addressed with report. (See Attachment L Exhaust Fan checklist).

f. Cooling Tower

- Check metering orifices in the bottom of the hot water basin.
- Check cold water basin, suction screens, float valves, and makeup water controls.
- Check operation of gear box and oil levels.
- Check fan operation and operating controls.

- Check flow control valves.
- Inspect fan motor monthly, lube quarterly
- Check belts, belt tension, and adjust.
- Check sheaves alignment.
- Check bearings and lubricate.
- Inspect Cooling Tower fill and hot water basin nozzles.
- Check operation of vibration switch.
- Log operation of equipment. Provide copy to CDDR

g. Chillers

- Make complete operating log and record operating temperatures, pressure, voltages, and amperages.
- Check operating controls.
- Inspect Purge (if applicable).
- Check compressor oil levels, pressure and temperature.
- Inspect starter, voltage, current.
- Review operating log with operator, instruct and advise troubleshooting techniques.
- Log operation of equipment. Provide copy to CDDR

h. Variable Frequency Drive (VFD)

- Examine contactors for pitting or overheating.
- Check and tighten all connections as needed.
- Check all safety controls.
- Check air filters.
- Test operation of control relays start-stop sequence.
- Check holding coils for armature breakdown.
- Check cooling fans.
- Spray out dust with aerosol (key board cleaner).
- Review program set points for accuracy.

4.9 FILTER REQUIREMENTS

The Awarded Vendor is responsible for providing and installing filters at all library locations on monthly basis, unless otherwise noted. All Energy Recovery Ventilator (ERV) units and any HVAC units that rely on 50% or more outside air, for proper operation, must have filters replaced monthly. It is contractor responsibility to identify all such units and perform the service.

4.9.1 Pleated High Capacity HVAC Air Filter:

4.9.1.1 General

4.9.1.1 (A) - Air filters shall be medium efficiency ASHRAE pleated panels consisting of cotton and/or synthetic media, welded wire media support grid, and beverage board enclosing frame.

4.9.1.1 (B) - Sizes shall be noted on drawings or other supporting materials.

4.9.1.2 Construction

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

4.9.1.2 (B) - A welded wire grid, spot-welded on one-inch centers and treated for corrosion resistance shall be bonded to the downstream side of the media to maintain radial pleats and prevent media oscillation. Expanded metal backings are not acceptable.

4.9.1.2 (C) - An enclosing frame of no less than 29-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.

4.9.1.3 Performance

4.9.1.3 (A) - The filter shall have a Minimum Efficiency Reporting Value of MERV 9 when evaluated under the guidelines of ASHRAE Standard 52.2-2007. It shall also have a MERV-A of 9 when tested per Appendix J of the same standard. The media shall maintain or increase in efficiency over the life of the filter.

4.9.1.3 (B) - 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.

4.9.1.3 (C) - The filter shall be listed by Underwriters Laboratories as UL Class 900.

4.9.1.3 (D) - Contractor shall provide evidence of facility certification to ISO 9001:2009.

4.9.1.3 (E) - Contractor shall provide manufacturer's guarantee of the integrity of the filter pack to 2.0" w.g.

4.9.1.3 (F) – Filters shall have the following Lifetime Guarantees. Any filter or filter media requiring more frequent changes to maintain specified performance is unacceptable.

A. 3 Months: Not to exceed an increase of twice the Initial Static Pressure. This guarantee is for 2" & 4" Filters in Roof Top Units or large Air Handling Units. Drop down grills with 1" filters are excluded. Replacement filters will be provided at no charge if the lifetime guarantee is not met.

Acceptable Manufacturers

- Filters shall be Camfil Farr 30/30 or equal

4.9.1.3 (G) - Contractor shall provide City with manufacturer's written guarantee of performance.

Supporting Data - Provide factory product test report including all details as prescribed in ASHRAE Standard 52.2-2007, including Appendix J as part of bid package.

4.9.2 Multi-Pocket High Efficiency Bag HVAC Filter:

4.9.2.1 General

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

4.9.2.2 Construction

4.9.2.2 (A) - Filter media shall consist of high-density air laid lofted microfine glass media that is chemically bonded to a permeable media support backing forming a lofted filter blanket.

4.9.2.2 (B) - Individual pockets shall contain a minimum of 40 stitching support points per square foot of media area. All stitching centers shall be sealed using a foam-based sealant that shall remain pliable throughout the life of the filter. The sides and ends of each pocket shall be sewn with a chain-link over lock stitch.

4.9.2.2 (C) - Pockets shall be formed into tapered pleats, supported by controlled media space stitching, to promote uniform airflow across the surface of the media. At any point, the sizes of the upstream and downstream passages shall be proportional to the volume of filtered air. The pockets shall also be conical, or tapered from top to bottom to minimize media contact against the interior of the HVAC system.

4.9.2.2 (D) - Support members shall include an ABS plastic header and ABS plastic pocket retainers. Individual pocket retainers shall be assembled from matching halves that snap together to provide rigid and durable frame support. The plastic pocket retainers shall include anchor ports allowing for visual confirmation of pocket retention.

4.9.2.2 (E) - A filter-to-filter sealing gasket shall be installed on one of the vertical members of the filter header.

4.9.2.3 Performance

4.9.2.3 (A) - The filter shall have a Minimum Efficiency Reporting Value of MERV 13 or MERV 14 per *ASHRAE Standard 52.2, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size*. It shall have a MERV-A of 13 or 14 when tested under Appendix J of that standard. The MERV and MERV-A ratings shall correspond to MERV and MERV-A ratings as specified by the Engineer of Record for each individual facility and shall meet or exceed the ratings of filters already in use at these facilities.

4.9.2.3 (B) – Initial resistance to airflow shall not exceed 0.40 (MERV-13A) or 0.45 (MERV-14A) w.g. at 2000 cfm.

4.9.2.3 (C) - The filter shall be capable of withstanding 10.0" w.g. without failure of the filter.

4.9.2.3 (D) - The filter shall be listed by Underwriters Laboratories as UL Class 900.

4.9.2.3 (E) - Contractor shall provide evidence of facility certification to ISO 9001:2009.

4.9.2.3 (F) - Filter shall have the following Lifetime Guarantee. Any filter or filter media requiring more frequent changes to maintain specified performance is unacceptable.

1 Year: Not to exceed an increase of twice the Initial Static Pressure.

Acceptable Manufacturers

- Filters shall be Camfil Farr HiFlo ES or equal

4.9.2.3 (G) – Contractor shall provide manufacturer's written guarantee of performance.

Supporting Data – Contractor shall provide ASHRAE product test report per ASHRAE Standard 52.2, including testing per appendix J, as part of bid package.

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

4.9.3.1 General

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

4.9.3.2 Construction

4.9.3.2 (A) - Filter media shall be of microfine glass fibers formed into uniform pleats with a spacing of 10 pleats per inch and a uniform pleat height of 24mm. Pleats shall be separated at 25mm intervals to ensure pleat separation and uniform airflow through the filter pack.

4.9.3.2 (B) - Pleats media packs shall be assembled into a V-bank configuration with sufficient total media area to meet airflow requirements. The filter outlet shall be radial in shape with a maximum of 60% open area to maintain low-pressure drop and uniform airflow (20" by 20" shall be straight V-style design).

4.9.3.2 (C) - The media packs shall be bonded to the inside periphery of a polystyrene enclosing frame with a polyurethane sealant. The enclosing frame shall include top and bottom molded tracks as in integral part of the frame to ensure a proper seal.

4.9.3.2 (D) - Media packs shall be recessed at least 1" from the air entering side of the enclosing frame to allow uniform airflow when a prefilter is mounted directly to the enclosing frame.

4.9.3.2 (E) - Rigid plastic end caps shall be mechanically fastened to the top and bottom of the media pack enclosing structure to ensure a rigid and durable filter.

4.9.3.2 (F) - Carrying handles shall be an integral part of the filter frame and shall bridge from media pack to media pack providing additional filter support and filter rigidity. Handles shall include fastener connection locations for the application of spring mounting fasteners when the filter is applied in reverse flow applications.

4.9.3.3 Performance

4.9.3.3(A) - The filter shall have a Minimum Efficiency Reporting Value of MERV-13 or MERV-14 when evaluated under the guidelines of ASHRAE Standard 52.2. It shall also have a MERV-A rating of 13 or 14 when evaluated under ASHRAE Standard 52.2, Appendix J. The MERV and MERV-A ratings shall correspond to MERV and MERV-A ratings as specified by the Engineer of Record for each individual facility and shall meet or exceed the ratings of filters already in use at these facilities.

4.9.3.3 (B) - Initial resistance to airflow shall not exceed 0.27 (MERV-13A) or 0.31 (MERV-14A) inches w.g. at an airflow of 500 fpm for 24 x 24, 24 x 12 and 24 x 20 sizes. On 20" by 20" respective pressure drops shall be 0.33 (MERV-13A) or 0.37 (MERV-14A) inches w.g. at an airflow of 500 fpm.

4.9.3.3 (C) - Filter shall be listed UL 900 by Underwriters Laboratories.

4.9.3.3 (D) - The filter shall be capable of withstanding 10.00" w.g. without failure of the media pack.

4.9.3.3 (E) - Contractor shall provide evidence of facility certification to ISO 9001:2009.

4.9.3.3 (F) - Filter shall have the guarantee as noted below. Any filter or filter media requiring more frequent changes to maintain specified performance is unacceptable.

2 Years: Not to exceed an increase of twice the Initial Static Pressure.

Acceptable Manufacturers

- Filters shall be Camfil Farr Durafil ES or equal

4.9.3.3 (G) – Contractor shall provide manufacturer’s written guarantee of performance.

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

4.9.4 Bypass Elimination:

Bypass Elimination: Contractor shall install panel filters utilizing SnapStik to ensure that air bypass between and around individual filters is completely eliminated. Alternative methods must be approved in writing by City. For alternative methods not including SnapStik, Contractor must provide a device for aiding in the removal of panel filters for every unit.

4.9.5 Filter Disposal and Recycling Program:

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

4.9.5.1 (A) 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 without City’s prior written consent.

4.9.5.1 (B) 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 without the City’s prior written consent. All transportation and processing of dirty filters shall be the responsibility of Contractor.

4.9.5.1 (C) Pricing – Any costs associated with these recycling requirements shall be included in Contractor’s monthly maintenance fees.

4.10 FILTER SERVICE INSTALLATION

4.10.1.1 Installation – Contractor / Contractor’s Technician shall:

4.10.1.1 (A) - Contractor shall contact designated City of San Antonio Maintenance Representative to schedule an appointment for filter changes in accordance with the contract requirements regarding filter replacement.

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

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

4.10.1.1 (D) - Technician will proceed with filter change.

4.10.1.1 (E)-Turn off power disconnect so particulate is not sucked in the unit while changing filters (if previously authorized by City).

4.10.1.1 (F) - Remove panel or door, careful not to damage the roof with the door panel.

4.10.1.1 (G) - Remove dirty air filters.

4.10.1.1 (H) - Replace dirty air filters with new clean filters that fit properly.

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

4.10.1.1 (J) - Replace panel or door and make sure it fits properly.

4.10.1.1 (K) - Replace all screws in door, even if it was missing screws when opened. If holes are worn out, then replace screws with the next larger size.

4.10.1.1 (L) - Turn disconnect back on and make sure all trash is removed from work area.

4.10.1.1 (M) - Repeat Steps 1.4.A – F until job is complete.

4.10.1.1 (N) - Once work is complete, Technician must make one more round to check doors and make sure all trash is removed, leaving the work area cleaner than the way it was found.

4.10.1.1 (O)- Technician will contact designated City Point-of-Contact (POC) once again to effectively communicate the job is complete.

4.10.1.1 (P) - Technician will report any issues found such as dirty/frozen coils, loose or broken belts, etc.

4.10.1.1 (Q) - Any filter size/quantity adjustments will be noted on the Dispatch ticket and updated for future jobs.

4.10.1.1 (R) - City POC will be notified of any changes at job site. Technician and City POC will sign and date Dispatch ticket.

4.10.1.1 (S) - City POC receives “customer copy” and Technician will keep “original copy” for Contractor’s records.

4.10.1.1 (T) - Technician will leave job site with dirty filters and dispose of them in accordance the Waste to Energy Used Filter Program as described above.

4.11 GENERAL WORK REQUIREMENTS: Contractor shall:

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

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

4.11.4 With regard to Repair/Other Services, time shall be based on actual time spent on the job site. Travel charges to the job site shall NOT be allowed. Mileage and travel time to and from the job site shall not be reimbursable under this contract. City shall not be responsible for trip charges or service charges. Contractor shall only invoice the City for the time spent on City’s property and in accordance with Attachment B, Price Schedule.

4.11.5 Perform the required inspections, repairs, maintenance, system testing, and other services at the designated intervals as per the recommendations of the system’s manufacturer. In addition, any requirements not listed, but deemed necessary per the manufacturer’s specifications shall be included.

4.11.6 Additional work on this contract can only be performed with prior City approval, subject to Texas Local Government Code Ch. 252 after Contractor has received a City issued purchase order. The City, however reserves the right to solicit bids from other companies for Major Service calls.

- 4.11.7 Before ordering any Materials or performing any work, Contractor shall verify all requirements and shall be responsible for correctness of the same.
- 4.11.8 Parts, components and workmanship shall be those as recommended by the manufacturer of the Equipment, professional trade standards, and applicable codes and standards.
- 4.11.9 Contractor shall furnish to the CDDR, the manufacturer's recommended Materials, data, manuals, etc., for the Scheduled Maintenance of the Equipment.
- 4.11.10 Contractor shall ensure staff, including but not limited to, supervisor, service representatives and service technicians shall meet and follow all security and other standards.
- 4.11.11 Contractor shall be responsible for the conduct and performance of Contractor's employees including any subcontractors. Contractor's personnel must be properly uniformed and shall display a valid ID identifying their company at all times.
- 4.11.12 City will provide necessary and reasonable means of access to the Equipment being serviced. Contractor shall be free to stop and start all primary Equipment incidental to the maintenance of the Equipment as necessary provided that arrangements are mutually agreed upon in advance by Contractor and the CDDR. Contractor shall furnish a detailed estimate of downtime for all services. Extended periods of Equipment shutdown at any facility shall be coordinated through CDDR.
- 4.11.13 Contractor's forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation of this contract, in whole or in part, at City's discretion.
- 4.11.14 The work in this solicitation shall be performed while the facilities are occupied or unoccupied; therefore, Contractor shall provide the services in a manner which does not affect or interfere with the building occupants' daily responsibilities.
- 4.11.16 Contractor shall be aware that work performed, and materials and parts supplied under this contract will be monitored by City staff. Parts, maintenance procedures and workmanship will be those as recommended by the manufacturer of the equipment, and professional trade standards.
- 4.11.17 Contractor shall confine operations and work force to space allowed by law and as allotted by the City. The contractor at his/her expense shall protect and be responsible for any damage to adjacent buildings, property, etc.
- 4.11.18 Contractor must furnish inspection and service reports to the City's CDDR or designee for a signature verifying that the service or repair was performed and checked. A copy of the report shall be provided to the CDDR.
- 4.11.20 Contractor shall perform all work safely and follow required safety standards to include but not limited to OSHA, NFPA, Federal, State, County, and City codes as applicable.
- 4.11.23 Contractor and its supervisor(s) and service representatives shall follow all required security standards to gain access to the facilities and must obtain an identification badge (ID) from the Security Office prior to performing any work.
- 4.11.24 Contractor shall incur all associated costs and fees for the City's required COSA training, background checks, and ID badges, if applicable to this RFCSP.

4.12 SUBMITTALS:

- 4.12.1 Product and Material Data: Within ten (10) calendar days after notice to proceed or issuance of City Purchase Order for the Scheduled Maintenance of the solicitation, Contractor shall submit product and Material data for each type of product indicated or anticipated to be used under this solicitation to the CDDR. The product data shall include a manufacturer's printed statement of Volatile Organic Compounds content. For Other Services or other requirements, Contractor shall provide the Material data information within five (5) calendar days after notice to proceed or issuance of City Purchase Order.
- 4.12.3 In addition to the Invoicing and Payment terms in Section 006 - General Terms and Conditions and Attachment P – Working with COSA – Keys to faster payments, all invoices shall be submitted in duplicate- one copy to CDDR and original invoices to Accounts Payable.
 - a. Invoice shall include Purchase Order number.
 - b. Invoices shall be legible.
 - c. Items billed on invoices shall be specific as to applicable stock, manufacturer, catalog or part number (if any).

- d. 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.
 - e. Payment by the City is deemed to be made on the date of mailing the check.
 - f. The following documentation shall be attached to each invoice to validate charges:
 - Proof of City Permit Fees Paid (if applicable)
 - Proof of final inspection
 - Contractor's receipts for Parts
 - g. If corrections to the invoice are required to meet City's requirements, Contractor shall make the corrections within two (2) calendar days after e-mail notification from CDDR.
- 4.12.5 Contractor shall provide warranty documents to the CDDR within five (5) calendar days after completion of the work.
- 4.12.6 Contractor shall provide manufacturer maintenance procedures (O&M Manuals as applicable) to CDDR within five (5) calendar days after completion of the work.
- 4.12.7 Contractor shall provide a comprehensive written and/or computerized service report based on each system after Scheduled Maintenance and Other Services are completed in each location. The report shall advise of all inspection problems or potential problems and include the maintenance history of all components within each system. The maintenance report, including checklists and schedules, shall be submitted to the CDDR within seven (7) calendar days after completion of the work. The report shall include photos showing condition and Equipment information. Payment may be delayed on any if report is not submitted as specified.
- 4.12.8 Contractor shall provide written safety and spill plans within fifteen (15) calendar days after award for the fiscal year. Contractor shall provide updated safety and spill plans by September 1st for the next fiscal year to CDDR, which period begins October 1 and ends September 30. Contractor shall continue to provide a safety and spill plan annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.12.9 Contractor shall provide a written Quality Control Program within fifteen (15) calendar days after award for the fiscal year. Contractor shall provide an updated Quality Control Plan by September 1st for the next fiscal year to CDDR, which period begins October 1 and ends September 30. Contractor shall continue to provide updated Quality Control Programs annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.12.10 Life Cycle Report: On an annual basis, Contractor shall provide an asset life cycle management program that conducts a full analysis of the current Equipment installation and prepares a modernization plan to improve the Equipment to modern safety, accessibility, performance, and aesthetics standards. The plan shall evaluate investment schedules and constraints to assist the CDDR with budgeting for the Equipment recommended. Contractor shall provide the first plan within sixty (60) days of contract award and by April 1st of each year to CDDR. Contractor shall continue to provide Life Cycle Reports annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.12.11 Contractor shall provide digital photos of failed Parts within twenty-four (24) hours of the service to the CDDR or as required by the specification/scope of work.
- 4.12.12 Contractor shall provide notification of deficiency and/or impairment of Equipment in writing within twenty-four (24) hours of the service to the CDDR.
- 4.12.13 Contractor shall provide a list of key staff and point of contact information within fifteen (15) calendar days after award to include the required certifications and licenses for key staff to the CDDR. Contractor shall provide a list of key staff before October 1st for the next fiscal year, which period begins October 1 and ends September 30. Contractor shall continue to provide a list of key staff annually for the same period thereafter throughout the term of this contract and all renewal periods. Contractor shall update the CDDR within five (5) calendar days of any revisions to the key staff and provide the required certifications and licenses for any new key staff.
- 4.12.14 Contractor shall provide test reports within ten (10) calendar days after completing the services to the CDDR.
- 4.12.15 Contractor shall provide inspection reports within ten (10) calendar days after completing the services to the CDDR.
- 4.12.16 Contractor shall provide a service log that includes each location for the previous year by Oct 1 for the previous year to the CDDR. Contractor shall continue to provide a service log annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.12.17 Service Plan: Contractor shall provide a written service plan within fifteen (15) calendar days after contract award. The plan shall include a checklist of maintenance items, the source requiring the maintenance item, description of the item, frequency, time requirement, etc. Contractor shall provide a Scheduled Maintenance

service plan by October 1st for the next fiscal year, which period begins October 1 and ends September 30. Contractor shall continue to provide Scheduled Maintenance service plans annually for the same period thereafter throughout the term of this contract and all renewal periods.

4.13 WORK HOURS:

- 4.13.1 Normal Working Hours: Normal Working Hours are defined as Monday – Friday, 7:00 AM to 5:00 PM, exclusive of City recognized Holidays. Routine maintenance shall be performed during Normal Working hours. Repairs shall also be performed during normal working hours, unless otherwise instructed by CDDR.
- 4.13.2 Overtime Work Hours: Overtime Work Hours are defined as Monday through Friday 5:01 p.m. to 6:59 a.m., all day on weekends and on City recognized holidays.
- 4.13.3 All work shall be coordinated with the respective CDDR or designee to ensure building access and the least amount of disruption to the building occupants at all locations.

4.14 BUILDING RESTRICTIONS:

- 4.14.1 ACCESS: Contractor shall make prior arrangements with the CDDR for access to the building(s) to perform the services and obtain temporary COSA access ID badges, if necessary.
- 4.14.2 IDENTIFICATION. Contractor shall ensure Contractor's and subcontractors' personnel present a professional appearance and are readily identifiable to City staff when called out, to perform work under this contract. Contractor shall have the following:
 - a. Vehicle(s) with Contractor's Logo
 - b. Contractor Uniforms or Company Logo Apparel. Contractor shall ensure Contractor's personnel present a neat appearance and be easily recognizable as a Contractor employee. This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate ID badges which contain the company's name and employee's name. Contractor's uniforms shall be clean, unstained, well-fitting, and in good order. Shoes shall be sturdy construction and shall cover the foot to meet any required sanitation and safety requirements. Open-toed shoes, sneakers, sandals, and heels higher than two inches shall not be worn.
 - c. Badges. Contractor shall ensure Contractor's employees and subcontractors performing work under this contract shall wear ID Badges at all times while performing work under this contract. Badge content must be approved by City. At a minimum, badges shall contain name of Contractor, the name technician and name of subcontractor performing the work (if different).
- 4.14.4 Contractor shall park only in designated parking spaces when performing services at any location. Contractor shall park vehicle and equipment legally and pay all associated costs for parking, if applicable. The City will not be responsible for any violations, fines, or tickets incurred by Contractor.
- 4.14.5 RESTROOMS: Restrooms shall not be used for washing of tools and equipment.
- 4.14.6 SECURITY: Contractor shall provide a list of all Contractor personnel or subcontractors that shall be performing work at each job site and Contractor or subcontractors' personnel shall comply with all security measures and protocols required by the City. Contractor personnel and subcontractor shall follow all required security standards and procedures to gain access into the facilities.

4.15 MATERIALS:

- 4.15.1 Materials shall be in current production, as offered to commercial trades, and shall be of top quality. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE.
- 4.15.2 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.
- 4.15.3 Chemicals or Materials used in the contract shall meet industry, environmental, and ASTM standards.
- 4.15.4 Instruments used to perform the requirements of the specification/scope of work shall meet industry standards, ASTM calibration standards and/or other accepted standards by CDDR.

4.16 WARRANTY:

- 4.16.1 Contractor shall warrant that work performed conforms to the solicitation requirements and is free of any defects in Equipment, Material, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. All work provided by Contractor shall be warranted for a minimum period of one (1) year from the date of final acceptance of the work by the City.
- 4.16.2 PERFORMANCE WARRANTY: Work performed under the solicitation shall meet all applicable standards and codes. Contractor shall guarantee all work against any defects in workmanship, and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon date of acceptance by the City.
- 4.16.3 MATERIAL WARRANTY: Materials provided shall be in current production, as offered to commercial trade, and shall be of quality Material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE. Materials shall be warranted against Material defects and defects in workmanship for a period of not less than one (1) year and shall cover 100 percent Parts, labor and shipping. The warranty period shall commence upon date of acceptance by the City. If the manufacturer's standard warranty period exceeds one (1) year, then the warranty period hereunder shall be the length of the manufacturer's warranty. Contractor shall be ultimately responsible for the warranty. Contractor shall provide the CDDR or designee with all manufacturers' warranty documents.
- 4.16.4 All work performed by Contractor under the terms of this contract shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall have the right to terminate this Contract, in accordance with Section 006 – Termination. However, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

4.17 UNSATISFACTORY PERFORMANCE:

- 4.17.1 Unsatisfactory performance may result in a negative Contractor performance report. City may consider the following performance by the Contractor as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:
- 4.17.2 "Call Backs" to correct the previous services.
- 4.17.3 Contractor personnel assigned to perform services on this contract do not have the skills or knowledge to troubleshoot and diagnose the problem or perform the required services.
- 4.17.4 Contractor does not provide submittals as required by the solicitation.
- 4.17.5 Contractor does not complete the work as required by the solicitation.
- 4.17.6 Contractor does not provide invoices as required by the solicitation.
- 4.17.7 Contractor does not meet the project schedules as required by the solicitation.
- 4.17.8 Contractor does not meet performance requirements as required by the solicitation.
- 4.17.9 Contractor does not meet contract and City Department meeting requirements as required by the solicitation.
- 4.17.10 Contractor does not meet documentation requirements as required by the solicitation.
- 4.17.11 Parts, maintenance procedures, and workmanship provided by Contractor shall be those as recommended by the manufacturer of the Equipment, and professional trade standards. Failure of Contractor to produce quality services under the terms established in this specification and scope of work may result in the termination of the contract by City.
- 4.17.12 Contractor does not have and/or demonstrate an effective and efficient Quality Control Program as required by the solicitation.

4.18 QUALITY ASSURANCE AND CONTROLS:

- 4.18.1 Only trained and certified Contractor or Subcontractor technicians shall be used to provide services.
- 4.18.2 Only products shipped directly from manufacturer or an approved distributor shall be used for this contract.
- 4.18.3 Contractor shall ensure that quality standards are met during and after all services.
- 4.18.4 All services shall meet codes and manufacturer's standards.
- 4.18.5 Contractor is responsible for quality services and quality control procedures.

4.18.6 Contractor shall provide a report that shows requirements were met.

4.18.7 The program shall meet ISO 5001 or similar standards.

4.19 SERVICES AND RESPONSE TIMES:

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

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

4.19.3 Contractor shall provide names and phone numbers of the technicians providing the services and ticket number or service number.

4.19.4 Parts and components for Other Services shall be at Contractor's cost-plus markup per price schedule. Contractor shall provide copies of receipts for all Parts and supplies to the CDDR with the service invoice.

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

- a. Inspection, maintenance and non-emergency repairs of Equipment shall be conducted during normal business hours Monday through Friday 7:00 a.m. to 5:00 p.m.
- b. Contractor shall perform all necessary labor on the existing equipment to replace parts and components that fail during the testing and inspection of the systems. Once a part has failed and must be replaced the Contractor must notify and seek approval from the CDDR or designee prior to performing the replacement work.
- c. Contractor shall identify and document Equipment malfunctions. All system malfunctions shall be reported to the CDDR in writing within 24 hours.
- d. Contractor shall review performance data and maintenance records to determine adequacy of maintenance.
- e. Contractor shall inspect and replace malfunctioning components, gauges and meters. The CDDR or designated representative must provide authorization of the estimate before proceeding.
- f. Contractor shall remove, repair, and replace defective Equipment components that have been installed by the Contractor. This shall be at the Contractor's sole expense.
- g. Contractor shall use precision test equipment to troubleshoot malfunctions and inspect parts for excessive wear and other conditions.
- h. If a deficiency is not corrected at the conclusion of the system inspection, testing, and maintenance procedure, the CDDR or designated representative shall be informed of the impairment in writing within 24 hours.
 - The service report that identifies the deficiency shall note the required repairs, placement of the inspection tag, and define the system's current condition.
 - Contractor shall notify the CDDR of any condition that impairs the continued safe use of the equipment covered under the scope of this contract, including, but not limited to: conditions which may cause injury; conditions which may cause damage to the equipment; conditions which may be hazardous; and conditions that require the system to be replaced (e.g., manufacturer's notices for re-call etc.)

4.19.6 EMERGENCY & URGENT SERVICES:

- a. Contractor shall verbally respond to all requests for emergency and urgent services regarding a malfunctioning HVAC system and the supporting equipment within thirty (30) minutes and be onsite to perform repairs within one (1) hour after being contacted during the week, weekends and holidays.
- b. Emergency and urgent work shall be performed during normal working hours whenever possible; however, services shall be performed 24 hours, seven (7) days a week if deemed necessary by the City's CDDR.

- c. Contractor shall have a minimum of one (1) qualified technician respond on site after receipt of the initial notification request from CCDR.
- d. Contractor shall contact the CDDR upon arrival at the job site.
- e. **If an inspection reveals a problem exists in the Equipment, which is attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, the total cost of the Emergency Service visit, including Parts and labor, shall be borne by Contractor, and no charges shall be authorized by the City. If the problem is not attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, then Contractor shall invoice the City based on labor rates and Parts (if applicable) per Attachment B, Price Schedule.**
- f. An emergency or urgent call is any condition that can potentially impact the health, safety and welfare of City employees and the public as determined solely by the City. The City will identify emergency and urgent calls at time of notification.
- g. Contractor shall not begin any work unless specifically requested by the CDDR in writing by issuance of a purchase order or by an email from CDDR. After a request by email, a purchase order will be provided by CDDR within seven (7) business days after receipt of proposal. Contractor shall provide a quotation of the work to be performed with an estimated cost for service calls within one (1) business day for Emergency and Urgent service calls. This work shall be billed in accordance with labor and Parts charges listed on the Price Schedule. The City shall not pay for any unauthorized Parts or labor charges. Contractor shall submit invoices for Emergency and Urgent service work with the City's purchase order number reflected on the invoice.
- h. Some emergencies and urgent circumstances are of such a nature that it is impossible to wait for issuance of a purchase order or creation of an estimate. The CDDR will determine which situations fall under these circumstances and Contractor shall provide the services needed as directed.
- i. Equipment parts and components shall be charged at cost plus markup per the price schedule. Contractor shall provide copies of receipts for all parts and supplies to the CDDR with the service invoice.
- j. The work shall be completed on the same day of the notification, but not to exceed twenty-four (24) hours from the time of arrival to the site. If work cannot be completed during the same day of the notification due to unavailability of Material, Contractor shall get the system operational using temporary methods if possible. The Contractor shall order Material within four (4) hours and shall receive Material within twenty-four (24) hours of the initial notification. The Equipment shall be back to normal operations within forty-eight (48) hours of the initial notification. If these requirements cannot be met, Contractor shall provide documentation to the CDDR for evaluation and a final completion date. The information shall be provided within two (2) hours from the time of arrival to the site.

4.19.7 ROUTINE SERVICES (NON-EMERGENCY):

- a. Contractor shall call back the CDDR within thirty (30) minutes of receipt of phone call or email from CCDR, stating that there is an issue requiring service for any of the HVAC systems and supporting equipment referenced within this contract.
- b. Contractor technician(s) shall respond on site to perform repairs within two (2) hours of Contractor's receiving the notification during Normal Working Hours.
- c. Non-emergency work shall be performed during normal working hours, 7:00 a.m. till 5:00 p.m. M-F.
- d. 4.19.7.4 Contractor shall have a minimum of one (1) qualified technician respond on site after receipt of the initial notification request from CCDR.
- e. Contractor shall contact the CDDR upon arrival at the job site.
- f. **If an inspection reveals a problem exists in the Equipment which is attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, the total cost of the Routine Service visit, including parts or components and labor, shall be borne by Contractor, and no charges will be authorized by the City. If the problem is not attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, then Contractor shall invoice the City based on labor rates and Parts (if applicable) per Attachment C, Price Schedule.**
- g. Equipment parts and components shall be charged at cost plus markup per the price schedule. Contractor shall provide copies of receipts for all Parts and supplies to the CDDR with the service invoice.
- h. The work shall be completed on the same day of the notification. If work cannot be completed during the same day of the notification due to unavailability of Material, the work shall be accomplished within fourteen

(14) calendar days after identifying the Material and other requirements and with City's approval. All requirements shall be identified within twenty-four (24) hours of the notification. Material requirements shall be processed and ordered within twenty-four (24) hours of receipt of notification. Contractor shall receive Material within seven (7) days of the notification. If these requirements cannot be met, Contractor shall provide documentation to the CDDR for evaluation and a final completion date.

- i. Contractor shall not begin any work other than Scheduled Maintenance, unless specifically requested by the CDDR in writing by issuance of a purchase order or by a request in writing by email from CDDR. Contractor shall provide a quotation of the work to be performed with an estimated cost for service within twenty-four (24) hours of the request.

4.19.8 MAJOR REPAIR SERVICES:

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

4.19.8.2 Major repairs may be bid separately from this contract.

4.19.8.3 Major repairs shall constitute any repairs exceeding \$3,000.00 in cost. Any repair that exceeds \$50,000.00 shall require a change order and approval by San Antonio City Council via passage of an ordinance. Contractor may be subject to additional payment and performance bond requirements.

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

4.19.5 CALL BACKS AND RESPONSE TIME:

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

4.20 OUT OF SERVICE CREDITS:

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

4.20.2 The City may invoke Service Credits if Contractor fails to return a call for service within the thirty (30) minute response period or fails to respond on site to a request for service within two (2) hours for routine calls or one (1) hour for Urgent or Emergency Calls. The applicable respective two-hour (2) or one-hour (1) period starts when Contractor receives notification from the CDDR via a service call. Contractor shall be deemed to have received the service call or email at the time it is sent by City.

4.20.3 City may also invoke Service Credits if Contractor fails to: (a) complete Scheduled Maintenance Service within fourteen (14) calendar days of the originally scheduled maintenance date; (b) provide a quotation of the work to be performed with an estimated cost for repair within twenty four (24) hours of the request, or, in the case of Urgent or Emergency Requests, within the same business day; (c) complete Routine Service requests within fourteen (14) calendar days after receipt of City's purchase order, if work cannot be completed during the same day of notification due to unavailability of Materials; (d) complete Urgent Service requests within seven (7) calendar days after receipt of City's purchase order or notice to proceed by email if work cannot be completed during the same day of notification due to unavailability of Materials; or (e) complete Emergency Service requests within twenty-four (24) hours after receipt of City's purchase order or notice to proceed by email if work cannot be completed during the same day of notification due to unavailability of Materials. Scheduled service work that is not completed and results in an inoperable system shall not be cause for a waiver of the Service Credit.

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

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

- 4.20.6 The Service Credit is not invoked in those instances where inoperable systems are a result of an accident caused by others and not due to Contractor's error, lack of Scheduled Maintenance, negligence, or failure to meet the response times indicated herein. Contractor is responsible for ensuring that the CDDR is made aware of these situations within thirty (30) minutes of arrival.
- 4.20.7 The Service Credits apply to Equipment and related components separately; therefore, simultaneous breakdowns of several units may invoke multiple Service Credits. However, Service Credits shall not be applied in such a manner that would result in Contractor paying double or multiple credits for one item of Equipment that is inoperable.
- 4.20.8 The CDDR shall be the final authority on whether or not a service credit is invoked. When a service credit has been invoked, Contractor shall calculate such service credit and Contractor shall include the deduction on the next invoice. If the amount of the Service Credit exceeds the amount of the invoice, Contractor must continue to apply the service credit to subsequent invoices until the full amount has been applied. If the contract is at the end of its term, Contractor shall pay City any balance due in Service Credits within thirty (30) calendar days of the contract's expiration or termination. City's failure to invoke Service Credits at any point in time shall not be deemed a waiver. Continual failures by Contractor to expedite work to correct malfunctions is cause for termination of the contract.
- 4.20.5 The Parties agree that these Service Credits are liquidated damages, and not a penalty.

4.21 SPECIAL CONDITIONS:

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

4.21.5 Electrical Components, Devices, and Accessories: All components, devices, and accessories shall be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to the Authority Having Jurisdiction (AHJ) and marked for intended use. All electrical work shall be performed by an electrical Contractor licensed in the State of Texas. If repairs are needed that require the work of a licensed electrical Contractor, Contractor will provide City with an estimate of the cost, including the cost of the licensed electrician. Subject to Texas Local Government Code Ch. 252, City shall have the option to allow Contractor to proceed with the work by issuing a change order or may procure the electrical services separately.

4.21.10 Plumbing Components, Devices, and Accessories: All components, devices, and accessories shall be listed and labeled as defined in the International Plumbing Code, by a testing agency acceptable to the AHJ and marked for intended use. All plumbing work shall be performed by plumbing Contractor licensed in the State of Texas. If repairs are needed that require the work of a licensed plumbing Contractor, Contractor will provide City with an estimate of the cost, including the cost of the licensed plumber. Subject to Texas Local Government Code Ch. 252, City shall have the option to allow Contractor to proceed with the work by issuing a change order or may procure the plumbing services separately.

4.21.11 Contractor shall solve problems:

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

4.22 CRIMINAL BACKGROUND CHECKS:

- a. Contractor is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. Contractor is responsible for ensuring that each person performing services under this contract has successfully undergone a statewide background check for criminal conviction(s), evaluated in accordance with EEOC guidelines. Persons assigned to work under this contract must not have had any criminal convictions within the past 3 years for either a felony or a crime of moral turpitude.
- b. Contractor shall remove an employee from service under this contract should Contractor become aware that the employee has been convicted of a crime as described above.
- c. Contractor is responsible for any costs incurred in conducting criminal background checks, which shall be performed prior to the individual performing services hereunder.
- d. In order to conduct periodic contract compliance reviews, and to the extent permitted by law, City may request or review background check results at any time. Contractor shall provide copies of the requested information, or access thereto in San Antonio, Texas, and shall obtain authorization for the disclosure from the employee at time of hire, to the extent required. Contractor shall retain all employee records, including any criminal background checks, for the retention period stated in section 006-General Terms and Conditions.

4.23 PREVENTIVE MAINTENANCE SHALL INCLUDE THE FOLLOWING:

4.23.1 LABOR TO BE PROVIDED BY CONTRACTOR UNDER THIS CONTRACT:

All labor required to perform preventive maintenance shall be included in the monthly/quarterly/semi-annual cost, as applicable. All replacement parts listed in section MATERIAL TO BE PROVIDED BY CONTRACTOR and any other parts or materials needed to perform preventive maintenance as described in this RFCSP shall be included in the maintenance cost.

4.23.2 MATERIALS TO BE PROVIDED BY CONTRACTOR UNDER THIS CONTRACT:

The following materials, parts and necessary maintenance items will be INCLUDED in the maintenance cost and supplied by the contractor at no additional cost to the City. For the locations designated to receive quarterly maintenance only, Contractor will not be required to provide materials during the months that service is not provided by the contractor.

- a. Filter media to meet or exceed the manufacturers' recommendations as detailed in the maintenance and operation manuals for the particular unit being serviced.
- b. Contractor shall install only the exact size of belt recommended by the manufacturer of the particular unit being serviced.
- c. Replace packing material on control valves and flex sleeves in pump coupling as often as necessary to insure proper operation and to prevent valves from leaking.
- d. Screws, bolts, washers,

- e. Lubricants, grease, and oils
- f. Chemicals and Materials required for the Maintenance
- g. Any other consumables required for the maintenance
- h. Broken and Burnt electrical wiring and end terminals - American Wire Gage (AWG) conductor size 10 and smaller and end terminals to include wire to wire connectors, wire to board connector, wire crimp terminals, ring terminals, spade terminals, quick disconnect, hook terminals, eyelets, butt connectors, tap connectors, bullet connectors, X & Y connectors, multi-pin connectors, battery connectors, lug connectors, wire cable ties, twist ties, beaded security ties, releasable cable ties, self-cutting cable ties, cable tie mounting bases, mounting cable ties, etc. for AWG 10 and smaller.
- i. Refrigerants for the purpose of adjusting refrigerant levels less than one pound. If a leak is suspected; a proposal for repairs will be required.
- j. Limit switches; If a limit switch is found to be defective it will be replaced at no cost to the City, unless the replacement is part of a larger repair for example: multiple components are required to be replaced due to an electrical fire, lightening, etc.
- k. Materials and Equipment to clean condenser and evaporator coils.

4.24 SPECIAL FUNCTION HOURS:

The Library, on occasion, will host events that will require the need for HVAC Technician services. These services are often on evenings and weekends. Library Facility Manager or designated location manager will provide Contractor with at least 5 business days' written notice of the need for an HVAC Technician to be available at such events. Payment for such services shall be based upon the applicable rate shown on the Price Schedule.

4.25 ON-SITE TECHNICIAN

The Library requests a part-time on-site technician will be at Central Library for at least twenty (20) hours per week. The technician will be responsible for monitoring/maintaining the HVAC system at Central Library. On occasion, and at the CDDR discretion, the technician will be deployed to branch locations experiencing HVAC problems. The technician must have transportation and tools that will be used to repair HVAC problems that do not required an On-Call Service.

4.26 LOCATION INFORMATION:

Branch Name	Address	Zip Code	Main Telephone Line	Second Telephone Line
Bazan	2200 Commerce St W	78207	207-5160	207-5167
Brook Hollow	530 Heimer	78232	207-5030	207-5038
Carver	3350 Commerce St E	78220	207-5180	207-5187
Central	600 Soledad	78205	207-2500	207-2500
Cody	11441 Vance Jackson	78230	207-5100	207-5107
Collins Garden	200 Park N	78204	207-5120	207-5126
Cortez	2803 Hunter	78224	207-5130	207-5136
Encino	2515 E. Evans Rd	78255	207-5250	207-5251
Forest Hills	5245 Ingram Rd	78228	207-5230	207-5237
Great Northwest	5050 Wellwood	78250	207-5210	207-5218
Guerra	7578 Military Dr W	78227	207-5070	207-5075
Igo	1330 Kyle Seale Pkwy	78245	207-5080	207-5085

Johnston	6307 Sun Valley	78227	207-5240	207-5248
Landa	233 Bushnell	78212	207-5050	207-5058
Las Palmas	515 Castroville Rd	78237	207-5200	207-5207
Maverick	8700 Mystic Park	78254	207-5060	207-5068
McCreless	1023 Ada	78223	207-5170	207-5176
Memorial	3222 Culebra	78228	207-5140	207-5147
Mission	3134 Roosevelt Av	78214	207-2704	207-5027
Pan American	1122 Pyron Av W	78221	207-5150	207-5157
Parman	20735 Wilderness Oak	78258	207-2703	207-5002
San Pedro	1315 San Pedro	78212	207-5050	207-5056
Schaefer	6322 US Hwy 87 E	78222	207-5300	207-5302
Semmes	15060 Judson Rd	78247	207-5110	207-5125
Thousand Oaks	4618 Thousand Oaks	78233	207-5150	207-5157
Tobin @Oakwell	4134 Harry Wurzbach	78205	207-5040	207-5025
Westfall	6111 Rosedale Ct	78201	207-5220	207-5227

4.27 PROOF OF LICENSING AND CAPABILITY:

4.2.1 Contractor Qualifications:

- a. Contractor shall submit, upon request by the City, for evaluation purposes: a list of service contracts held within the last ten (10) years and current contracts, along with a list of any other names under which the organization has performed business within the last ten (10) years.
- b. Contractor shall furnish evidence satisfactory to the City specifically demonstrating that the management of the firm has, in the past, satisfactorily performed the work required herein.
- c. It is preferred that Contractor is an approved or accredited servicing agent for any of the manufacturers of heating, ventilation and air conditioning systems and supporting components. If Contractor has such accreditation, Contractor shall provide documentation certifying such accreditation with its proposal. Alternatively, Contractor shall submit a letter, with its proposal, certifying that it is qualified to meet the requirements of the specifications/scope of work, including specific support for Contractor's assertions. The manufacturer's certification or Contractor's letter shall validate, to the City's satisfaction, the Contractor's capability to perform the services required by this specification/scope of work.
- d. Contractor shall hold all proper and current licenses, insurances, and bonds as required by the City, County, and State.
- e. 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.
- f. Contractor shall provide certification that shows the Contractor meets the requirements of the Federal and the State of Texas laws and regulations, if chemicals are used.
- g. Contractor shall provide a full-time supervisor and properly certified, trained and skilled service technicians to perform the work required herein.
- h. Contractor shall submit proof of license, insurance, and commercial experience of staff with proposal response and whenever requested by the City. Licenses include, but are not limited to:
- i. Contractor shall provide certification that shows the Contractor meets the requirements of the Texas Department of Licensing and Regulations (TDLR). State of Texas CLASS A LICENSE WITH A COMBINED ENDORSEMENT, meeting all requirements of Chapter 1302 of the Texas Occupations Code to engage in the performance of the work involved in the maintenance and service of air conditioning and heating systems. All of contractor's

employees who work on City's units shall be State registered ACR Technicians. Contractor shall furnish a copy of its State of Texas CLASS A LICENSE with a combined endorsement with its bid.

- j. Contractor shall furnish, upon the request of the City a statement to the effect that he/she has available under his/her direct employment and supervision the necessary organization and facilities to properly and timely fulfill all the services and conditions required under these specifications, and the personnel trained and certified in the maintenance of this type of Equipment to provide services under this agreement.
- k. Contractor shall furnish, upon request of the City, evidence satisfactory to the City specifically stating that the management of the firm has satisfactorily inspected and maintained the Equipment and related components of the type/brand and manufacturer to the degree included in these specifications.
- l. Contractor shall provide certification or documentation that the technicians performing HVAC system services are registered with the State and possess a State of Texas Class A license with a combined endorsement. The Contractor shall provide documentation supporting same. Alternatively, Contractor shall provide a letter certifying that technicians received formal technical training from a recognized technical training institution or comparable requirements of other organizations. The certifications shall validate, to the City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.

4.2.2 Technician Qualifications:

- a. 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 the City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.
- b. All of the Contractor's technicians performing work on the Equipment shall have a minimum of ten (10) years of experience performing maintenance on heating, ventilation and air conditioning systems and supporting equipment/components. Contractor shall also provide documentation to confirm the amount of actual experience.
- c. Technicians shall be certified as per federal, state, and local codes and regulations for related work tasks.
- d. Contractor shall provide certification or documentation that the technicians performing maintenance services meet the requirements of the State of Texas and/or comparable requirements of other organizations (including other government organizations). The certification(s) shall validate, to the City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.
- e. Contractor shall provide documentation/certification that the Contractor's staff who will be performing the services have the required safety training for the work environment and chemical usage if applicable.
- f. Contractor shall submit evidence that the contractor personnel are certified for confined space operations.
- g. Contractor shall submit evidence that the contractor personnel are certified to use the maintenance and safety equipment to include personal protective equipment (PPE).
- h. Contractor shall submit evidence that the contractor personnel are certified to use chemicals that may be required to perform the services.
- i. Contractor shall submit evidence that the contractor personnel have received Arc Flash training and are certified to work on energized equipment.
- j. Contractor shall provide documentation that the technicians finished the United States Department of Labor apprenticeship program. Alternatively, Contractor shall provide a letter certifying that the technicians received formal technical training and hands-on HVAC experience from a recognized technical training institution and/or other organization. The certifications shall validate, to City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.
- k. Technicians shall demonstrate knowledge of federal, state, and local codes and regulations for related work tasks by submitting a certification. Alternatively, Contractor shall provide a letter certifying that the technicians received formal technical training from a recognized technical training institution or comparable requirements of other organizations. The certifications shall validate, to the City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.

- 4.2.3 Helpers can be used to support the qualified technicians. One qualified technician or supervisor shall be at the worksite location at all times. Qualified technicians or a supervisor shall be responsible for the Scheduled Maintenance services and Other Services at each location. Helper shall meet the requirements of the United States Department of Labor apprentice program.

4.2.4 Service personnel shall be capable of performing the following:

- Demonstrating a thorough understanding of basic job site safety laws and requirements.
- Applying accurate troubleshooting and diagnostic techniques, and consistently determine and resolve the root cause of the Equipment system deficiencies.
- Demonstrating a thorough understanding of the Equipment specific requirements, such as programming, application, and interconnectivity of system components.
- Properly using tools and test equipment required for testing and maintenance of the Equipment and their related components.

4.2.5 The Contractor shall provide information on continuing education for the service personnel.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract or August 1, 2023, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. The contract shall terminate on July 31, 2026.

Renewals:

At City's option, this Contract may be renewed under the same terms and conditions for two (2) additional (1) year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding, therefore.

Temporary Short-Term Extensions.

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

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.

Insurance

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

If the City does not receive copies of insurance endorsement, then by executing this Agreement, 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:

TYPE	AMOUNTS
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. Damage to property rented by you f. Independent Contractors *g. Explosion, Collapse, Underground	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage e) \$300,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Professional Liability (Claims-made basis)	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. Environmental Insurance (Contractor's Pollution Liability Claims made coverage)	\$1,000,000 per occurrence; \$2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation

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 before the subcontractor starts work.

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

City of San Antonio
Attn: Finance Department
P.O Box 899966
San Antonio, Texas 78283-3966

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

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.

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

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

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

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

Limitation of Price Adjustment. In no event shall the aggregate of all price adjustments authorized herein for any given Line Item exceed 10% of the original base price for that Line Item. If the calculation results in an increased price that would exceed this limitation, the price adjustment shall be limited to a maximum price adjustment of 10% of the original base price.

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

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

Workers' Compensation:

Definitions:

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

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

Persons providing services on the project ("subcontractor" in §406.056) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Incorporation of Attachments.

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

Attachment A – Part One – General Information Form

Attachment A – Part Two – Experience, Background and Qualifications

Attachment A – Part Three – Proposed Plan

Attachment B – Revised Price Schedule

Attachment C – Contracts Disclosure Form

Attachment D – Litigation Disclosure Form

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

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

Attachment G – Certificate of Interested Parties Form 1255
Attachment H – Small Business Economic Development (SBEDA) Program
Attachment I – Revised HVAC Equipment List Inventory
Attachment J – HVAC PM Checklist
Attachment K – Exhaust Fan PM Checklist
Attachment L – Revised Filter List
Attachment M – City Holiday Schedule
Attachment N – Site-visit
Attachment O - Working with COSA – Keys to Faster Payment
Attachment P – 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 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 50-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFCSP, unless otherwise specified in the Specifications/Scope of Services section of this RFCSP. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

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

Invoicing and Payment.

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

accounts.payable@sanantonio.gov

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

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

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 835576, San Antonio, Texas 78283-3576.

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 50 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 50 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. 543 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this bid and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

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

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

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein

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

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

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

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

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

State Prohibitions on Contracts:

This section only applies to a contract that:

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

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

Prohibition on Contracts with Companies Boycotting Israel.

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

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

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

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

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

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

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

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

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

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

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

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

City Data

Vendors awarded a contract with the City of San Antonio agree to comply with the City's Data Governance Administrative Directive 7.12 and Data Security Administrative Directive 7.3a in the same manner required of City employees, interns, volunteers and trainees, for City Data arising out of, resulting from or related to Vendor's activities under such contract.

As between City and Vendor, City is and will remain the sole and exclusive owner of all right, title, and interest in and to all City Data, including all intellectual property rights relating thereto, subject only to any limited license expressly granted to Vendor, and Vendor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Vendor materials, including all intellectual property rights relating thereto, subject only to the authorization and license granted to City.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version together with its authorizing ordinance and its price schedule(s), addendums, attachments, purchase orders, and exhibits, if any, and Respondent's proposal, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions

agreed upon. City's solicitation documents shall control over Respondent's proposal in the event of a conflict. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor. Any addendums issued to the final electronically posted online version of this solicitation shall control in the event of a conflict therewith. Addendums shall be interpreted in order of the date issued, with those issued most recently taking priority.**

007 - SIGNATURE PAGE

By submitting a proposal, Respondent represents that:

(s)he is authorized to bind Respondent to fully comply with the terms and conditions of City's Request for Competitive Sealed Proposals for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Respondent is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Information

Please Print or Type

Vendor ID No. _____

Signer's Name _____

Name of Business _____

Street Address _____

City, State, Zip Code _____

Email Address _____

Telephone No. _____

Fax No. _____

City's Solicitation No. 6100015963 _____

Signature of Person Authorized to Sign Proposal

008 - STANDARD DEFINITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

005 - 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: _____

(NOTE: This RFCSP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. Previous Contracts:

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

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

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

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

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

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

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

REFERENCES

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

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address 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. **Respondent shall limit information regarding pricing, Small Business Economic Development Advocacy Program (and associated certifications for any joint ventures or sub-contractors), participants.**

1. Describe Respondent's experience relevant to the Qualifications for HVAC work requested by this RFCSP to include the following:
 - a. Indicate the number of years Respondent has provided commercial HVAC work as defined in this RFCSP.
 - b. Indicate the number of labor disputes within the past three (3) years in which the Respondent's involvement resulted in a work stoppage or reduction in service level. Provide explanation detailing the circumstances for each dispute, location, and outcome.
 - c. Please provide a copy of valid class A HVAC License with combine endorsement by the Texas Department of Licensing and Regulation, and confirmation of registration with the City of San Antonio, through its Development Services Department for each staff member which will be dedicated to this contract. Any technician working within City facilities must have a background check before being allowed to access a building.
2. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed at high visibility or similar 24/7 facilities over the past four (4) years. Identify associated results or impacts of the project/work performed. Indicate challenges and how they were met.
3. Describe Respondent's specific experience with public entities, and large municipalities with contracts of similar scope. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project. Describe the experience and skill levels of your employees who would be providing HVAC services if you are awarded this contract, including license levels, years of experience, and specific projects completed.
5. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past. Provide detailed information of joint venture's and/or sub-contractors responsibility within the contract. (Respondent shall limit information regarding pricing, Small Business Economic Development Advocacy Program (and associated certifications for any joint ventures or sub-contractors), the Local Preference Program and the Veteran-Owned Small Business Preference Program participants.)
6. Provide Respondent's technician's factory trained certifications for Scheduled Maintenance service and Other Services as required by the specification/scope of work; or "alternative letter" in accordance with specifications.
7. Contractor's technicians shall have at least ten (10) years of experience in maintenance and repairs of the Equipment. Contractor shall supply documentation to confirm this amount of actual experience in accordance with specifications
8. Provide documentation that at least one technician meets the journeyman license requirement or other requirements for the State of Texas as applicable for the specific trade as required by solicitation.
9. Provide documentation certifying technicians are OSHA work environment certifications, and chemical usage safety training.
10. Fully describe Respondent's company and experience as it relates to the following:
 - a. History of company (to include number of years/months in business);
 - b. History of company operations and types of services performed over the past ten (10) years;
 - c. List any names under which the organization has performed business with the last five (5) years.
 - d. History of Equipment cleaning, inspections, Scheduled Maintenance and Other Services contracts, businesses/organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.

11. Provide Respondent's quality program standards.
12. Provide Respondent's continuing education program.
13. 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.

Prepare and submit narrative responses to address the following items.

1. **Ramp Up Plan (Mobilization Plan)** – Describe how Respondent will ramp up to meet Equipment Scheduled Maintenance, inspection and Other Services requirements and implement contract upon award. Provide information such as staffing, availability of equipment, chemicals, parts, and Other Services, and customer service. Provide an implementation timeline beginning upon notice of award for Respondent to be able to mobilize.

- a. Describe the steps or actions the vendor will take to become familiar with the equipment, at the different locations.
- b. Explain how Respondent is planning to develop the required plans.

2. **Staffing and Organization Plan (Staff who will be servicing the Contract)** – Describe Respondent's Staffing Plan to provide the required services by the specification/scope of work for the Equipment listed in the solicitation.

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

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

The Staffing and Organization Plan shall address these items:

Provide the number of personnel that is proposed for this contract.

- a. Explain Respondent's staff roles and responsibilities that will be assigned as part of this contract.

Describe Respondent's current capacity to serve the contractual duties of this contract and other contracts as well as the additional capacity that may be required as a result of this annual contract. If additional resources and staff are needed, describe in detail your plan for acquiring these resources.

- a. Describe Respondent's current equipment/materials and resources to perform scope of services.
- b. Quantify and/or list the available equipment/materials and resources to perform scope of services.
- c. Explain how the Respondent is planning to meet the Other Services work as required by the specification/scope of work.
 - i. Describe Respondent's response plan for Emergency and Routine service calls. Indicate how Respondent will meet the required minimum response time for each service call. Include information on how Respondent meets (or will meet) the requirement to (establish) maintain an office that allows the required response.
 - ii. Explain how Respondent is planning to meet multiple service calls and continue with the Scheduled Maintenance requirements.
 - iii. Explain how the Respondent is planning to have sufficient tools and/or materials so these items are not a limiting factor in meeting multiple service calls.
- d. If additional resources are needed, describe in detail your plan for acquiring these resources.
 - i. Explain how additional equipment/material and resources that are readily available to perform required services may be obtained.

Explain how the Respondent is planning to meet technician certification requirements for all services.

Describe process for performing Background Checks on all employees and retention procedure for maintaining background checks.

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

Respondent's Contact Information: Regular Business-Hours and After-Hours, including weekends, and holidays:

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

Provide an example of your organization plan and the staff that will provide the different services under this contract.

- a. Organizational charts
 - b. Technical level and certification for the staff in the organization charts.
 - c. Services to be provided by the staff in the organization chart.
 - d. Proposed team members and associated roles/responsibilities that will be assigned to the contract.
3. **Scheduled Maintenance Plan** – Describe Respondent’s proposed plan to conduct operations, including service categories, specific tasks, staff assigned, and schedule of events.
- a. Describe Respondent’s plan to meet Scheduled Maintenance and Other Services of the Equipment throughout the term of the contract as required by the specification/scope of work. Identify tasks and schedule. Provide written procedures of all maintenance tasks to be performed.
 - b. Respondent shall include a copy of the proposed Scheduled Maintenance and proposed schedule for the Equipment.
 - c. Respondent shall include a copy of the service report for the Equipment.
 - d. Respondent shall include a copy of the service log for the Equipment.
 - e. Indicate how Respondent distinguishes minor services from major services.
 - f. Explain Respondent’s plan to develop Scheduled Maintenance Plan.
 - 1) Identify the standards that shall be used for Plan.
 - 2) Explain how the Respondent is planning to develop the Equipment Scheduled Maintenance plan, the documents that will be used to develop plan and the required checklists or maintenance action sheets.
 - g. Explain how the Respondent is planning to provide documentation of all services required by the specification/scope of work.
 - 1) Provide example of service plan, service reports, service log, life cycle report and other documentation.
 - h. Explain how the Respondent is planning to develop Life Cycle Report. Explain how the Respondent is planning to use service call information and the results from the Scheduled Maintenance to support the information in the Life Cycle Report.
 - i. Explain how the Respondent is planning to meet warranty requirements.
 - j. Explain how the Respondent is planning to meet Maintenance documentation requirements.
 - k. Explain how the Respondent is planning to get technical support for services that would require support from manufacturer or other organization.
4. **Quality Control (QC) Program** – Describe Respondent’s current QC Program to include procedures and personnel utilized for quality control, contract performance deficiencies and problem resolution, self-assessment, interaction with City Staff, and control of subcontractors’ performance, if any. Explain how your current procedures meet the needs of your current customers.
- a. Explain how the Respondent is planning to address City Staff performance issues when City Staff has concerns on Contractor employees’ performance.
 - b. Explain how the Respondent is planning plan to use industry standards to meet quality requirements.

- c. Explain how the Respondent is planning to provide quality documentation that meets the specification/scope of work requirements.
 - d. Explain how the Respondent is planning to provide accurate and timely invoices.
 - e. Explain how the Respondent is planning to use service calls, equipment information and call backs to improve Equipment usable life, energy and water conservations, efficiency, operation effectiveness, reliability; staffing; schedule maintenance plan, etc.
 - f. Explain how the Respondent is planning to perform quality and safety inspections.
 - g. Explain how Respondent is planning to address erroneous troubleshooting and service recommendation.
5. **Customer Service Plan** – Describe Respondent customer service plan and discuss lines of communication and interaction with City Staff and others.

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

- a. Explain how the Respondent is planning to work with the City Staff to meet the scope of work requirements.
- b. Explain how the Respondent’s different organization levels are going to work with the City Staff to meet the scope of work requirements.
- c. Explain how the Respondent is planning to provide submittals, invoices, and other documents.

Awarded Contractor(s) Account Representative:

Name:		
Title:		
Office Location:		
Mailing Address:		
Fax #		
Email:		
Office Phone:		Cell Phone:

Service Request Information:

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

Contact Person:	
Phone:	
Fax #:	
Email:	

- 6. **Safety and Spill Plan** – Describe how Respondent will implement a Safety and Spill Plan for the contract, including plan to address work hazard assessment and employee injuries and accidents.
- 7. **Training Plan** – Describe Respondent’s training and instruction programs that Respondent will provide to its employees assigned to perform this contract to keep employees’ skills current. Describe how continuing education/training will be provided especially as relevant to the various makers and models of Equipment in the facilities inventory. What does training program consist of? List names of classes and frequency of training.

8. **Environmental Standards/Practices** – Describe how Respondent will utilize environmentally friendly (green) chemicals, products and practices. Provide a listing of environmentally friendly (green) chemicals and service products/options that will be suggested to City Staff for Scheduled Maintenance, Other Services and repair services.
9. **Tools and Parts** – Describe Respondent's ability to obtain and maintain any necessary proprietary tools and chemicals necessary to perform the cleaning and inspection requirements of the scope of services. Provide an inventory of short-term and long-term delivery items.
10. **Warranty** – Describe Respondent and manufacturer warranty programs for parts and services required for Respondent to perform the scope of services for this contract.
11. **Life Cycle Management Program and Report** – Describe Respondent's ability to provide a life cycle management program and reports that conducts a full analysis of the current Equipment installation and prepares a modernization plan to raise the Equipment to modern safety, accessibility, performance, and aesthetics standards.
12. **Invoicing Plan** – Provide an example of an invoice, displaying the invoices information requirements per Section 004 – Specifications / Scope of Service.
13. **Additional Information** – Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.
14. **Wages and Benefits Plan** – Indicate the range of wages that Respondent has established for the Manager, Crew Leader(s) and Other Laborer classifications for all full time and part time employees in Respondent's organization and provide the following:
 - a. Provide the number of full time and part time employees currently employed by the Respondent.
 - b. State the proposed number of full time and part time employees that would be assigned to this contract, if awarded.
 - c. Provide the minimum qualifications and information regarding what factors determine starting wages and subsequent increases for each job classification. Indicate benefits (e.g., retirement, medical, dental, vision, life insurance, disability insurance, wellness, leave and holidays, skills pay, tuition assistance, employee assistance program(s), etc.) that will be provided to these job classifications and provide the cost per employee related to these benefits.
 - d. Indicate the amount and percentage of the costs that are paid by the Respondent and the amount and percentage paid by the employee for each individual benefit. Please provide charts to make this information clear.
 - e. Indicate whether the benefits provided to these job classes are the same, and at the same cost, as benefits provided or made available to other job classifications in the Respondent's firm.

RFCSP ATTACHMENT B

REVISED PRICE SCHEDULE

Indicate a fixed price per line item / sub-line item for performing the services and providing the commodities as specified in this RFCSP. **Respondent must propose fixed price for each item / sub-line item of the Price Schedule or Respondent's proposal may be deemed non-responsive.**

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

Bidder will be deemed non-responsive for line items submitted by Bidder as: "No Bid" or "left blank". Line items marked by Bidder as "Included", "N/C", or \$0.00 will be determined by the City as Bidder will provide service to City at No Charge.

ITEM 1: PREVENTIVE MAINTENANCE AS PER SCOPE OF WORK/SPECIFICATION

Item	Branch Name	Qty (A)	Annual Price per Year (B)	Extended Price (A X B)
1	Bazan	1	\$	\$
2	Brook Hollow	1	\$	\$
3	Carver	1	\$	\$
4	Central	1	\$	\$
5	Collins Garden	1	\$	\$
6	Cortez	1	\$	\$
7	Encino	1	\$	\$
8	Forest Hills	1	\$	\$
5	Great Northwest	1	\$	\$
10	Guerra	1	\$	\$
11	Igo	1	\$	\$
12	Johnston	1	\$	\$
13	Landa	1	\$	\$
14	Las Palmas	1	\$	\$
15	Maverick	1	\$	\$
16	McCreless	1	\$	\$
17	Memorial	1	\$	\$
18	Mission	1	\$	\$
15	Pan American	1	\$	\$
20	Parman	1	\$	\$
21	San Pedro	1	\$	\$
22	Schaefer	1	\$	\$

23	Semmes	1	\$	\$
24	Thousand Oaks	1	\$	\$
25	Tobin @ Oakwell	1	\$	\$
26	Westfall	1	\$	\$
27	Cody	1	\$	\$

ITEM 2: HOURLY LABOR RATES FOR REPAIRS

Each hourly rate quoted shall include full compensation for labor, equipment/tools use, travel time, and any other cost to the Respondent. Parts are not included.

Item	Repair Labor	Estimated Annual Hours (A)	Hourly Rate (B)	Extended Total (AxB)
1	Service Technician Normal Work Hours Labor Rate Monday - Friday 7:00 AM CT - 5:00 PM CT (Exclusive of City recognized Holidays)	60	\$	\$
2	Helper Normal Work Hours Labor Rate Monday - Friday 7:00 AM CT - 5:00 PM CT (Exclusive of City recognized Holidays)	20	\$	\$
3	Service Technician Overtime Work Hours Labor Rate Monday - Friday 5:01 PM CT - 6:59 AM CT and on weekends and City recognized Holidays	30	\$	\$
4	Helper Overtime Work Hours Labor Rate Monday - Friday 5:01 PM CT - 6:59 AM CT and on weekends and City recognized Holidays	10	\$	\$

ITEM 3: PARTS

Percent Markup Over Manufacturers' Wholesale Costs	_____ %
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*Contractor shall provide City with a copy of the invoice received by Contractor's showing Contractor's original cost for the part at the time Contractor bills city for the part. *

*If the Contractor is the manufacturer of the part, then Contractor shall not charge a mark-up percentage. *

ITEM 4 – SPECIAL FUNCTION HOURS

SPECIAL FUNCTION HOURS:		
Job Classification	Estimated Hours Annually	Hourly Rate
HVAC Technician	20	\$ _____

ITEM 5 – ON-SITE TECHNICIAN

Item	On-Site Technician	Estimated Annual Hours (A)	Hourly Rate (B)	Extended Total (AxB)
1	Service Technician Normal Work Hours Labor Rate Monday - Friday 7:00 AM CT - 5:00 PM CT (Exclusive of City recognized Holidays)	520	\$	\$
2	Service Technician Overtime Work Hours Labor Rate Monday - Friday 5:01 PM CT - 6:59 AM CT (All day weekends and on City recognized Holidays)	520	\$	\$

Payment Terms: Prompt Payment Discount _____% _____ days. (If no discount is offered, Net 30 will apply)

RFCSP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

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
VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM
ATTACHED AS A SEPARATE DOCUMENT.

RFCSP ATTACHMENT F
SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) FORM
UTILIZATION PLAN

ATTACHED AS A SEPARATE DOCUMENT.

RFCSP ATTACHMENT G

Texas Government Code §2252.508, 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 1255 to the City before the City may enter into a contract with that business entity.

Form 1255 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/1255>

Print and sign your completed Form 1255. Submit your signed Form 1255 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert “City of San Antonio”. Where requested to provide the contract number, provide the RFCSP number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1255.

“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 1255.

RFCSP ATTACHMENT H
SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM
ATTACHED AS A SEPARATE DOCUMENT.

RFCSP ATTACHMENT I
REVISED HVAC EQUIPMENT INVENTORY
ATTACHED AS A SEPARATE DOCUMENT.

**RFCSP ATTACHMENT J
HVAC PM CHECKLIST
ATTACHED AS A SEPARATE DOCUMENT.**

**RFCSP ATTACHMENT K
EXHAUST FAM PM CHECKLIST
ATTACHED AS A SEPARATE DOCUMENT.**

**RFCSP ATTACHMENT L
REVISED FILTER LIST
ATTACHED AS A SEPARATE DOCUMENT.**

**RFCSP ATTACHMENT M
CITY HOLIDAY SCHEDULE**

<i>FY 2023 Holiday Schedule October 1, 2022-September 30, 2023</i>	
Veterans Day – November 11, 2022	Martin Luther King, Jr. Day – January 16, 2023
Thanksgiving Day – November 24, 2022	César Chávez Day – March 31, 2023
Day After Thanksgiving – November 25, 2022	Fiesta San Jacinto Day – April 28, 2023
Christmas Eve (Observed) – December 26, 2022	Memorial Day – May 29, 2023
Christmas Day (Observed) – December 27, 2022	Juneteenth – June 19, 2023
City Closure (Employee Leave) – December 28, 2022	Independence Day – July 4, 2023
City Closure (Employee Leave) – December 29, 2022	Labor Day – September 4, 2023
New Year's Day (Observed) – December 30, 2022	

**RFCSP ATTACHMENT N
SITE VISIT SCHEDULE**

Site visits will occur on March 6th, 2023, for any vendors wishing to examine the facilities listed below:

Site Visits to be held on March 6th, 2023 Site visits are not mandatory, but attendance is highly encouraged.		
Service Locations & Addresses	Date	Time (All Times are Central Time)
Central Library – 600 Soledad St	3/6/2023	9:00 am
Collins Garden Library – 200 N Park Blvd	3/6/2023	10:00 am
Mission Library – 3134 Roosevelt Ave	3/6/2023	11:00 am
Parman Library – 20735 Wilderness Oak	3/6/2023	12:30 pm
Landa Library – 233 Bushnell Ave	3/6/2023	1:30 pm

Bidders shall submit all questions in writing to Japan Shah at Japan.Shah@sanantonio.gov. City's official response to questions will be address via addendum.

RFCSP ATTACHMENT O

WORKING WITH COSA – KEYS TO FASTER PAYMENT



CITY OF SAN ANTONIO

Working with COSA ---- Keys to faster payments

Welcome to doing business with the City of San Antonio (COSA)! We appreciate our suppliers and vendors and offer the following guidelines to ensure we are in the best position to process your payments quickly and timely:

- ❖ COSA works on a Purchase Order (PO) system. It is the vendor's responsibility to obtain a valid Purchase Order from the ordering department each time an order is placed.
 - The PO number is required to be included on all invoices and should be included on shipping documents where possible.
 - City PO numbers begin with "45" or "80" and are 10 digits in length.
 - Invoices received without a valid PO number are subject to return for correct billing.
 - Payment date is determined from the later of: date of receipt of goods/service or the date of receipt of a valid invoice by the City plus the number of days/ payment terms agreed to in the contract.
 - PO's are issued for a specific quantity and/or dollar value. Vendors should fill orders up to that amount and have a method of tracking when the PO value has been met. When the PO is complete, the vendor should contact the ordering City Department for a new PO number before further goods or services are provided.
 - Please ensure your invoice billing is in the same quantity and net price values as the bid. The PO will be set up per the contract and the invoicing must match the detail on the PO.
- ❖ It is our policy to not make manual corrections to invoices. Most City contracts do not allow miscellaneous charges, delivery charges and other surcharges.
 - Credit memos will be accepted to offset pricing issues.
 - Other erroneous items included may result in rejection of the invoice and will require a new, correct invoice.
- ❖ Original invoices and monthly statements should be submitted directly to Accounts Payable: Please ensure you have rules in place in your system that will prevent unauthorized requests to change the billing address.

Electronic submission: .pdf format is required. Please ensure each invoice is submitted as a separate file and each file name is a unique identifier (no file should have the same name as another file being submitted). Multiple files may be sent on one e-mail.

Accounts.Payable@sanantonio.gov

Original, first time submission invoices only

apteam@sanantonio.gov

Statements & status inquiries

Please note: 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. You may courtesy copy departmental personnel on the e-mail if requested.

- ❖ At a minimum, all invoices should include the following fields and information:
 - Vendor name, address and phone number
 - dba name (if applicable)
 - Remit address for payments (if applicable)
 - Ship to name and address
 - Invoice number – ensure it is a unique number for each invoice
 - Invoice date
 - Purchase Order number
 - Payment terms including discounts or retainage terms
 - Line item detail for each item ordered including quantity, unit price, total
 - Total invoice amount.

- ❖ Please ensure COSA receives a legible invoice, the original white or top copy, no colored paper please.

- ❖ The City is sales tax exempt. Please ensure your system is properly maintained to ensure sales tax is not included on your invoices. If you need a State of Texas Sales Tax exemption form, contact the ordering Department.

- ❖ Change of address or change of remittance address notifications should be submitted in writing to vendors@sanantonio.gov or fax to (210) 207-7270 along with appropriate documentation. An updated W-9 showing the new address is required.

- ❖ Each COSA vendor is assigned to a specific AP Specialist, ready to answer your inquiries. For the contact name, please call the Accounts Payable section's main phone number and ask to be directed.
Main phone: 210-207-2064

We thank you for taking the time to review this information and look forward to working with you.

Finance Department
City of San Antonio

RFCSP ATTACHMENT P

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	
Revised Price Schedule RFCSP Attachment B	
+Contracts Disclosure form RFCSP Attachment C	
Litigation Disclosure Form RFCSP Attachment D	
+Veteran-Owned Small Business Program Tracking Form RFCSP Attachment E	
+SBEDA Form RFCSP Attachment F;	
+Certificate of Interested Parties (Form 1255) Attachment G	
Proof of Insurability Insurance Provider's Letter AND Copy of Current Certificate of Insurance	
Financial Information	
+Signature Page RFCSP Section 007	
Proposal Checklist RFCSP Attachment I	
+ Addendum, if any	
One COMPLETE electronic copy	

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

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