

ORDINANCE

2022-09-29-0724

APPROVING A CONTRACT WITH EMR ELEVATOR, INC., TO PROVIDE SYSTEMATIC AND PERIODIC SERVICE AND PREVENTATIVE MAINTENANCE OF THE ELEVATORS AND ESCALATORS INSTALLED AT VARIOUS CITY FACILITIES FOR AN ESTIMATED ANNUAL COST OF \$570,974.50, TOTALING AN ESTIMATED \$2,854,872.50 OVER THE ENTIRE CONTRACT TERM, INCLUDING RENEWAL OPTIONS. ALL EXPENDITURES WILL BE IN ACCORDANCE WITH EACH DEPARTMENT'S ADOPTED FY 2023 BUDGET AS APPROVED BY CITY COUNCIL. FUNDING FOR SUBSEQUENT YEARS IS SUBJECT TO CITY COUNCIL APPROVAL OF THE ANNUAL BUDGET.

\* \* \* \* \*

**WHEREAS**, the City released a Request for Competitive Sealed Proposals (RFCSP) to provide systematic and periodic service and preventative maintenance of the elevators and escalators currently installed at various City facilities; and

**WHEREAS**, two proposals were received, of which one proposal was deemed non-responsive for failure to submit a proposal bond and the remaining proposal was evaluated; and

**WHEREAS**, staff recommends EMR Elevator, Inc., for award of a contract based on the City's standard RFCSP evaluation process; and

**WHEREAS**, approval of this ordinance will authorize a contract beginning October 1, 2022, and ending September 30, 2025, with the option for the City to renew for two additional, one-year periods, for an estimated annual cost of \$570,974.50; and

**WHEREAS**, all expenditures will be in accordance with the applicable fiscal year's budget approved by City Council; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The proposal submitted by EMR Elevator, Inc., for an estimated annual cost of \$570,974.50 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the RFCSP is attached hereto and incorporated herein for all purposes as **Exhibit I**.


**SECTION 2.** Funds will be encumbered upon issuance of purchase orders, and payment is authorized to EMR Elevator, Inc. All expenditures will be in accordance with the Fiscal Year 2023 budget and subsequent budgets for the duration of this contract approved by City Council.

**SECTION 3.** Additional funding is contingent upon City Council approval of the Fiscal Year 2024 and subsequent budgets that fall within the term of the contract.

**SECTION 4.** The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

**SECTION 5.** This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

**PASSED and APPROVED this 29<sup>th</sup> day of September, 2022.**



**M A Y O R**  
Ron Nirenberg

**ATTEST:**

**APPROVED AS TO FORM:**



Debbie Racca-Sittre, City Clerk



Andrew Segovia, City Attorney





## City of San Antonio

### City Council Meeting September 29, 2022

9.

2022-09-29-0724

Ordinance approving a contract with EMR Elevator, Inc., to provide systematic and periodic service and preventative maintenance of the elevators and escalators installed at various City facilities for an estimated annual cost of \$570,974.50 for the first year, totaling an estimated \$2,854,872.50 over the entire contract term including renewal options. All expenditures will be in accordance with each department's adopted FY 2023 budget as approved by City Council. [Ben Gorzell Jr., Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember Rocha Garcia moved to Approve on the Consent Agenda. Councilmember Courage seconded the motion. The motion carried by the following vote:

**Aye:** Nirenberg, Bravo, McKeeRodriguez, Viagran, Rocha Garcia, Cabello Havrda, Sandoval, Pelaez, Courage, Perry

**Absent:** Castillo

LC  
09/29/22  
Item No. 9

# Exhibit I



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

Exhibit I

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")**

**REVISED**

**NO.: 6100015139; 22-041**

**ANNUAL CONTRACT FOR ELEVATORS AND ESCALATORS PREVENTIVE  
MAINTENANCE AND REPAIRS FOR VARIOUS LOCATIONS**

**Date Issued: May 4, 2022**

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

**2:00 PM, CENTRAL TIME, June 27, 2022**

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, June 27, 2022**

RFCSP No.: 6100015139; 22-041

Respondent's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes    DBE / ACDBE Requirements: None

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

Pre-Submittal Conference \* YES

**Pre-Submittal Conference:** The conference will be held at 11:00 a.m. Central Time, on May 17, 2022. Attendance at the Pre-Submittal Conference is optional but highly encouraged. The conference will be held in-person and via WebEx. The in-person conference will be at:

City Tower  
100 W. Houston St.  
San Antonio, TX 78205

Respondents may call the toll-free number listed below and enter access code to participate the day of the conference.

Toll Free Number: 1-469-210-7159

Meeting number (access code): 2464 129 6943

Meeting password: COSA

Site Visit:

Scheduled site visits are available by contacting Yvonne Rodriguez, Procurement Specialist III @ [yvonne.rodriguez@sanantonio.gov](mailto:yvonne.rodriguez@sanantonio.gov).

Staff Contact Person: YVONNE RODRIGUEZ, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: [YVONNE.RODRIGUEZ@SANANTONIO.GOV](mailto:YVONNE.RODRIGUEZ@SANANTONIO.GOV)



This solicitation has been identified as High-Profile.

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### PROHIBITED CAMPAIGN CONTRIBUTIONS

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

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

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

***\*For this solicitation, the first day contributions are prohibited is Wednesday, May 18, 2022. The first day contributions may be made is the 31st day after the contract is approved at a City Council "A" Session.***

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### RESTRICTIONS ON COMMUNICATIONS

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

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

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

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

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## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

Submission of Proposals. Respondents must submit proposals electronically.

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

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

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

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

Forms Requiring Signatures.

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract



is posted for consideration as an agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council "A" session.

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

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before **June 17, 2022, 3:00 p.m., CST** (10 calendar days) prior to the date proposals are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail.

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

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

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

#### 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 11:00 A.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:  
Meeting number (access code):

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 and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFCSP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

#### **TABLE OF CONTENTS**

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

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

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

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

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

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

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

1. Download form and complete all fields. All fields must be completed prior to submitting the form.
2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:



- a. names of the agency board members and executive committee members,
- b. list of positions they hold as an individual or entity seeking action on any matter listed:
  - (1) The identity of any individual who would be a party to the transaction;
  - (2) The identity of any entity that would be a party to the transaction and the name of:
    - a. Any individual or entity that would be a subcontractor to the transaction;
    - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
    - c. The board members, executive committee members, and officers of entities listed above; and
  - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
- c. names and titles of officers of the organization.

3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

**LITIGATION DISCLOSURE FORM.** Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment 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 RFCSP Attachment E.

**PROPOSAL BOND.** Submit proposal bond in the amount of \$10,000.00. For electronic submissions, Respondent must provide the original Proposal Bond to the **City of San Antonio Finance Department, Purchasing Division, ANNUAL CONTRACT FOR BESD ELEVATORS AND ESCALATORS PREVENTATIVE MAINTENANCE AND REPAIRS FOR VARIOUS LOCATIONS, P.O. Box 839966, San Antonio, Texas 78283-3966** or **City of San Antonio Finance Department, Purchasing Division, ANNUAL CONTRACT FOR BESD ELEVATORS AND ESCALATORS PREVENTATIVE MAINTENANCE AND REPAIRS FOR VARIOUS LOCATIONS, 100 West Houston St., Print & Mail Center, San Antonio, Texas 78205** prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent's electronic submission through the SAePS Portal.

**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. RFCSP Attachment F.

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 J.

**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 (45 points)**

**Proposed Plan (40 points)**

**Price (15 points)**



## 004 - SPECIFICATIONS / SCOPE OF SERVICES

The City of San Antonio is soliciting proposals for a contractor to provide full-service preventative maintenance (including parts, with some exceptions) for electric drive and hydraulic elevators and escalators in accordance with the specifications listed herein and manufacturers' recommendations. The facilities/locations are located throughout the City of San Antonio, TX. This service is required to establish a maintenance program that will preserve the safety and functionality of this equipment at various City Facilities/locations. The elevators and escalators shall be referred to jointly herein as "the Equipment". Full-service maintenance shall be performed monthly on all Equipment at all locations.

The intent of this solicitation is to maintain the Equipment in accordance with industry standards and "industry best" practices by having an effective and efficient operating system at each facility and at parking garages. Preserving and maintaining the condition, appearance, and performance of the Equipment in keeping with its intended design and operational standards will ensure safe, consistent, and reliable functionality, optimum performance, maximum beneficial usage, and extended life cycles (prolonging its usable "life").

### 4.02 DEFINITIONS:

In addition to Section 008 – Standard Definitions, for the purposes of this solicitation the following definitions shall apply:

1. **BESD:** Building and Equipment Services Department.
2. **CCDO:** Center City Development and Operations.
3. **SAPL:** San Antonio Public Library
4. **Call Backs:** Returns for inspections or repairs for an incident that the City previously reported, and for which Contractor previously reported as having completed the repairs. Callbacks during normal working hours and/or after normal working hours are included in the price of this contract for both covered and non-covered work performed by the Contractor. Call-back service is included at no additional cost to the City.
5. **CAT:** Certified Accessibility and Private Residence Lift Technician (CAT™).
6. **City Designated Departmental Representative (CDDR):** The facilities maintenance manager or coordinator for each respective City department.
7. **CET:** Certified Elevator Technician (CET™).
8. **Equipment:** The elevators and escalators and supporting components as required by this solicitation.
9. **Full-service maintenance:** The full service maintenance includes scheduled maintenance, routine service calls, urgent service calls, and emergency service calls.
  - A. **Scheduled Maintenance (aka Preventive Maintenance):** Regular maintenance required by Elevators, Escalators, and Related Equipment codes and the manufacturer's standards. Scheduled maintenance is work that is routinely performed on a piece of equipment for the purpose of maintaining the 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 includes tests, measurements, adjustments, lubrication, parts replacement and repair, and cleaning, performed specifically to prevent failures from occurring. It is designed to preserve and restore equipment reliability by replacing worn components before they actually fail. In addition, it includes detailed record keeping and data analysis to avoid Equipment deterioration, so that worn parts can be replaced or repaired before they cause system failures. **Repairs necessitated by normal wear and tear shall be included under scheduled maintenance.**
  - B. **Routine Service Calls:** Repairs outside the regular scheduled maintenance.
    1. Repairs are activities undertaken to detect, isolate, and rectify a fault so that the failed system can



be restored to its normal operating state.

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

C. **Urgent Service Calls:** Repairs or maintenance outside the scheduled maintenance requiring a prompt response.

1. Urgent repairs are activities undertaken to detect, isolate, and rectify a fault condition so that the failed equipment can be promptly restored to its normal operating state.
2. Urgent calls are not an emergency, but can become an emergency if neglected.
3. The CDDR or designee will identify urgent calls at time of notification.
4. The CDDR or designee will request urgent repair service calls for any location listed herein.

D. **Emergency Service Calls:** Repairs or maintenance outside the scheduled maintenance requiring an immediate response.

1. An emergency call is any condition that impedes the normal flow of traffic or can potentially impact the health, safety and welfare of City employees and the public as determined solely by City. City will identify emergency calls at time of notification.
2. Emergency repairs are activities undertaken to detect, isolate, and rectify a fault so that the failed equipment can be restored to its normal operating state.
3. The CDDR or designee will identify emergency calls at time of notification.
4. The CDDR or designee will request emergency repair service calls for any location listed herein.

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

1. Minor repairs: Minor repairs require the designated representative's written or verbal approval before initiating any work. This applies to any repairs that are \$5,000.00 or less.
2. Major repairs shall constitute any repairs exceeding \$5,000.00 in cost. Major repairs may be bid separately from this contract. A PO must be issued before performing major repairs on any Equipment.
3. Contractor shall submit an estimate prior to performing any repairs. The estimate shall include a comparison between repairing and replacing the item(s). Contractor will clearly annotate any item(s) where the cost of the repair is equal to or greater than seventy-five percent (75%) of the price of a new item(s). Additional work outside the scope of this contract can only be performed with prior approval from the CDDR or designee. 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.

10. **Holidays:** Holidays are defined as City recognized holidays as published on the City's web site at [www.sanantonio.gov](http://www.sanantonio.gov).

11. **ID Badges:** Identification badges.



12. **NAEC:** National Association of Elevator Contractors.
13. **Parts:** Includes all materials, supplies, and components used to perform the requirements in this solicitation.
14. **TDLR:** Texas Department of Licensing and Regulation

#### **4.03 REFERENCES:**

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

<b>National Elevator Industry Inc. (NEII)</b>	
NEII-1	Building Transportation Standards and Guidelines
	Elevator Industry Field Employees' Handbook
	Elevator Industry Inspection Handbook
<b>National Association of Elevator Contractors</b>	
Certification standards	
<b>American Society of Mechanical Engineers</b>	
ASME A 17.1	Safety Code for Elevators and Escalators
ASME A 17.2	Guide for Inspection of Elevators, Escalators, and Moving Walks
ASME A 17.3	Safety Code for Existing Elevators and Escalators
ASME A 17.4	Guide for Emergency Personnel
ASME A 17.5	Standards for Elevator and Escalator Electrical Equipment
ASME A 17.6	Standard for Elevator Suspension, Compensation, and Governor Systems
ASME A 17.7	Performance-Based Safety Code for Elevators and Escalators
ASME QE1	Standard for the Qualification of Elevator Inspectors
<b>International Building Code</b>	
IBC	International Building Code
IMC	International Mechanical Code
IPC	International Plumbing Code
IEBC	International Existing Building Code
<b>National Fire Protection Association (NFPA)</b>	
NFPA 70	National Electrical Code
NFPA 101	Life Safety Code
<b>Other</b>	
ANSI/NETA	Standard for Acceptance Testing Specifications
Chapter 754	Elevators, Escalators, and Related Equipment, Texas Health and Safety Code per Texas Department of Licensing and Regulation
Chapter 74	Elevator Escalators, and Related Equipment Administrative Rules of the Texas Department of Licensing and Regulation found in Title 16, Part 4 Texas Administrative Code
OSHA	Occupational Safety and Health Administration Standards

#### **4.04 MATERIALS:**

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.
2. Any materials or parts used in complying with the contract shall be equal to or better than original equipment and meet the manufacturers' requirements.
3. All materials and equipment used for this contract shall be standard products of a manufacturer regularly engaged in the manufacture of such products for at least two (2) years prior to use of such materials and equipment. The 2-year use shall include applications of equipment and materials under similar circumstances and used for projects of similar



size. The product shall have been for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the 2-year period.

#### 4. MATERIAL PERFORMANCE REQUIREMENTS

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

The materials for this scope of work shall meet or exceed the American Society for Testing and Materials (ASTM), Underwriters Laboratories (UL), Manufacture's standards, and/or other code recognized agency as required by the national, state and local codes.

#### **4.05 SITE INSPECTIONS:**

Bidders shall perform all investigations as necessary to thoroughly inform themselves regarding the facilities for delivery of materials and equipment, and familiarization of the existing conditions at each of the sites/locations for providing goods and services as required by this solicitation. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of City or the compensation to Bidder..

#### **4.06 LOCATIONS AND EQUIPMENT TO BE MAINTAINED:**

**The City of San Antonio may add or delete locations and/or equipment during this contract. The designated locations are listed below:**

Plaza De Armas – 115 Plaza De Armas:  
1 Hydraulic Elevator

Frank D. Wing (Municipal Courts) Building – 401 S. Frio Street:  
2 Hydraulic Elevators (1 Passenger, 1 Freight)

Police Evidence Storage Facility – 555 Academic Court:  
2 Hydraulic Elevators

Police Training Academy – 12220 South East Loop 410:  
1 Hydraulic Elevator

Municipal Plaza Building – 114 West Commerce Street:  
3 Electric Drive Traction Elevators

Northeast Service Center (Tool Yard) – 10303 Toolyard:  
1 Hydraulic Elevator (Freight)

City Hall – 100 Military Plaza:  
2 Electric Drive Traction Elevators

Cliff Morton Development Business Service Center (One Stop) – 1901 South Alamo:  
2 Hydraulic Elevators

Public Safety Headquarters 315 S. Santa Rosa:  
7 Electric Drive Traction Elevators

Carver Cultural Community Center – 226 Hackberry Street:  
1 Hydraulic Elevator

International Center – 203 South Saint Mary's Street  
3 Hydraulic Elevators (2 Passenger, 1 Freight)

International Center River Walk – 115 West Commerce  
1 hydraulic Elevator

San Antonio Main Library – 600 Soledad:  
5 Electric Drive Traction Elevators  
4 Escalators

Landa Branch Library – 233 Bushnell:  
1 Hydraulic Elevator

The Commander's House – 645 S. Main:  
1 Hydraulic Elevator

Brackenridge Parking Garage – 3403 Avenue B:  
1 Hydraulic Elevator

~~Park Police Building – Hemisfair Plaza Way #277~~  
~~1 Hydraulic Elevator~~

San Fernando (Leija) GYM – 319 West Travis St.  
1 Hydraulic Elevator

Marina Garage – 850 E. Commerce:  
1 Hydraulic Elevator

Houston Street Parking Garage – 240 East Houston Street:  
3 Electric Drive Traction Elevators

San Antonio Main Library Parking Garage - 600 Soledad:  
1 Hydraulic Elevator

St. Mary's Street Parking Garage – 400 North Saint Mary's Street:  
3 Electric Drive Traction Elevators

City Marina – 202 East Nueva:  
1 Hydraulic Elevator

Presa Street Linkage – 610 North Presa:  
1 Hydraulic Elevator

Riverwalk Trolley Station – 333 Losoya Street:  
1 Hydraulic Elevator

Riverwalk – 106 West Market:  
1 Hydraulic Elevator

Crockett Street Clock Tower – 215 West Crockett Street  
1 Hydraulic Elevator

Farmer's Market Plaza – 612 West Commerce:  
1 Hydraulic Elevator

Centro de Artes – 101 South Santa Rosa:  
2 Hydraulic Elevators

La Villita – Bolivar Hall – 418 Villita Street  
1 Hydraulic Elevator

Fire Services Division - 230 S. Callaghan  
1 Hydraulic Elevator

Valencia Hotel - 150 E. Houston



#### 1 Hydraulic Elevator

City Tower – 100 W. Houston St.  
8 Electric Drive Traction Elevators  
2 Hydraulic Elevators  
2 Escalators

City Tower Parking Garage – 100 W. Houston St.  
3 Electric Drive Traction Elevators

Ella Austin Community Center – 1023 N. Pine St.  
SMARTRISE Hydraulic Passenger Elevator.

#### **4.07 SCOPE OF REQUIRED SERVICES:**

The scope of work to be performed by Contractor under these specifications shall consist of furnishing the necessary labor and materials, service equipment, computer interface "Tool", required tools, supervision, supplies, transportation, and methods of communication and, miscellaneous services to provide full-service Equipment maintenance (including parts, unless otherwise noted herein). This includes performing inspections, adjustments, testing and replacement of parts as herein specified for all Equipment covered under this contract. The prices proposed shall include the parts and labor necessary to replace any item that may be worn or damaged and discovered during the scheduled visit instead of returning at a later date to perform the necessary repair(s). Contractor shall perform work as per the manufacturer's requirements, applicable codes, and the specifications of this solicitation.

#### **4.08 CONTRACTOR GENERAL REQUIREMENTS:**

1. Adhere to the terms and conditions identified in this solicitation.
2. Provide a primary point-of-contact and their contact information.
3. Provide a written schedule indicating the monthly service dates for each location (See Section SUBMITTALS)
4. Provide a letter from the manufacturer that the contractor is certified to perform the requirements of this solicitation with your proposal response and notify the City of any changes during the term of the contract. (See section 4.9 PROOF OF LICENSING AND CAPABILITY and 4.12 SUBMITTALS).
5. Perform and complete all work required. Contractor shall perform the work within the time set forth in the solicitation. The period of performance shall include mobilization, holidays, weekend days, normal inclement weather, and cleanup; therefore, claims for delay based upon said elements shall not be allowed.
6. The Contractor shall comply with the service requirements of this specification. Failure to comply with City service requirements may result in the cancellation of the contract.
7. Contractor shall adhere to all applicable Federal, State, County, and City laws, codes, and ordinances related to the performance of any work resulting from this solicitation. Ignorance on the part of the Contractor will in no way relieve the Contractor from responsibility.
8. Contractor shall perform all work safely and follow required safety standards to include, but not be limited to, OSHA, Federal, State, and City codes.
9. Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants of potential hazards.
10. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, police officer support, and flagmen, as required for each job. Proposed traffic control methods must be submitted to the City's Right of Way Office of Public Works for a permit and approval prior to the commencement of work.



11. Contractor shall deliver, store, and handle all materials and supplies in a manner that shall prevent damage to the Equipment or related components.
12. It shall be the Contractor's responsibility for storage of any materials and the City will not be responsible for loss or damage of materials, supplies, tools, equipment, or work.
13. Contractor shall thoroughly examine and become familiar with the City facilities identified in this solicitation where services are to be performed, prior to submitting a bid and commencing any work, to ensure the services can be performed in an orderly and safe manner.
14. Contractor shall be responsible for obtaining all required permits applicable to the performance of this solicitation. Contractor shall include all such costs within its pricing on the 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.
15. The Contractor shall ensure all equipment and tools are well maintained, calibrated and in proper working order before use in the performance of this service.
16. The Contractor shall protect furnishings and other items with tarps, plastic sheeting or other methods as required and prior to commencing work.
17. Contractor shall at all times keep the sites, including storage areas, free from accumulations of waste materials. Before completing the work, Contractor must remove from the premises all rubbish, tools, scaffolding, equipment, and materials that is not the property of City. Upon completing the work, Contractor must 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.
18. No debris shall be dumped and left in the building, inside elevator machine rooms, on the roof, and/or surrounding areas. All debris and non-useable materials/supplies must be removed by the Contractor upon their departure from the facility.
19. Contractor shall not use City waste disposal containers for disposing of any trash, debris, old or worn materials and supplies, or any other items deemed as waste.
20. 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.
21. Contractor shall confine its operations (including storage of materials) to areas authorized or approved by the City.
22. Contractor shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages shall be reported, repaired or replaced by Contractor at no cost to City.
23. The Contractor shall hold all proper and current licenses and bonds.
24. The Contractor shall be responsible for all phone charges that may result from communication between the Contractor's central monitoring station and City's Equipment at the designated facilities.
25. Contractor shall notify the City representative once the work is complete and the Equipment is ready for its intended use, within thirty (30) minutes after completing the work.
26. Contractor shall place and keep inside the elevator machine rooms an Underwriter's Laboratory (UL) rated metal parts cabinet(s) that can be secured. No open storage of parts or supplies shall be permitted,
  - a. Machine rooms and parts cabinets shall be kept clean, organized, and neat at all times. Floors shall be painted on a continual basis, and maintained clean and free of dirt, oil, debris, carbon dust, rags, parts, or other items.
  - b. Flammable, Combustible, or Hazardous Materials shall be stored in an approved cabinet, and the quantities shall not exceed the established code requirements.



27. Wiring diagrams shall be kept neatly folded and stored, except where mounted on boards, and shall be copied and replaced by the Contractor if they become damaged or unreadable.
  - a. For each elevator and escalator, Contractor shall maintain Facility's complete set of one-line wiring diagrams, showing "As-Built" conditions and any changes or modifications to circuits resulting from control modifications, parts replacement, or equipment upgrades. This includes all manuals supplied by a third party controller manufacturer or as part of a non-proprietary specification requirement for a modernization or new installation. City may reproduce these original or modified as-built drawings, manuals, and shall retain sole possession of this set of drawings or books in the event that the Contract is terminated, or if City's set of drawings or manuals cannot be located at that time.

#### **4.9 PROOF OF LICENSING AND CAPABILITY:**

1. For evaluation purposes, Contractor shall submit with their proposal a list of service contracts within the last five (5) years and/or current contracts, and list other names under which the organization has performed business within the last ten (10) years.
2. For evaluation purposes, Contractor shall submit with their proposal, evidence specifically demonstrating that the management of the company has satisfactorily performed similar types of work required herein.
3. Contractor shall submit evidence that the contractor has certified, trained staff capable of performing elevator/escalator maintenance services on the particular brand of manufacturer's equipment covered by this contract. This evidence shall be from the manufacturer. The City will accept a certification letter from each manufacturer.
4. All Contractor staff performing work on the equipment shall have as a minimum the following certifications and requirements:
  - a. Elevator service staff: Certified Elevator Technician (CET®) plus the MR (Maintenance and Repair) designation.
  - b. Escalator service staff: Certified Elevator Technician (CET®) plus the E (Escalator) designation.
  - c. Supervisor service staff: Certified Elevator Technician (CET®) plus the S (Supervisor) designation.
  - d. All technicians shall have a minimum of ten (10) years of experience providing maintenance on commercial elevators/escalators within the last ten (10) years. This must be supported by the appropriate documentation.
  - e. All technicians shall be registered with the TDLR as a certified elevator mechanic in accordance with Texas Health & Safety Code Chapter 754, Sec. 754.017, and have manufacturer training on each type of equipment to be maintained at all of the designated locations.  
Certification documents for each technician must be provided with Contractor's proposal.
5. Contractor shall be registered with the TDLR in accordance with the Texas Health & Safety Code, Chapter 754, Sec. 754.0171; Contractor shall provide proof of registration upon submission of its proposal, and within 10 days of a request from City throughout the contract term.
6. Contractor shall be a commercial elevator business engaged in providing elevator/escalator maintenance, repair and inspection services for a minimum of ten continuous years prior to proposal submission for facilities of a similar size with similar equipment.

#### **4.10 DELIVERY OF SERVICES:**

1. Contractor shall provide full-service maintenance procedures for all of the equipment types defined in this contract.
2. Contractor shall ensure that alterations, maintenance, repairs, or replacements of damaged, broken, or worn parts are performed in such a way that safe operation of Equipment is not affected.
3. Contractor shall furnish qualified elevator maintenance technicians on the job site for performance of full service maintenance procedures. Contractor shall maintain an adequate number of trained personnel able to respond within the required timelines at all times and specifically assigned to perform full-service maintenance work.



4. The Contractor shall have available a minimum workforce of certified elevator maintenance technicians with the specified qualifications, that are able to respond to multiple service calls and perform scheduled maintenance work simultaneously on any given day without impacting the availability of Equipment at any of the various locations throughout the City of San Antonio.
5. Contractor shall have a qualified supervisor specifically assigned to this contract to manage and evaluate Quality Control requirements and to check that elevator maintenance technicians meet the requirements of this solicitation and adhere to the standards, regulations, and codes of elevator and escalator performance.
6. Contractor shall develop and provide a Maintenance Control Program (MCP) for the City's Equipment. The MCP shall address maintenance tasks, repairs, replacements, tests, periodic inspections, and performance requirements for each type of equipment at each location. In addition, the MCP shall identify the specific codes and their requirements.
7. Contractor shall adhere to the MCP, which shall meet the manufacturer recommendations and normal practices of the trade, and the minimum specifications contained herein. A copy of the proposed maintenance plan and schedule shall be submitted for each elevator and escalator system as part of Contractor's plan with its proposal. This schedule shall include maintenance checklists, which shall become the property of the City of San Antonio when completed. The maintenance checklists along with the MCP shall be permanently maintained in each machine room covered by this contract. The final MCP shall be submitted per submittal section.
8. MCP shall consist of, but is not limited to:
  - A. A written report identifying the maintenance procedures, repairs, and other tasks performed within this solicitation.
  - B. A quality control plan for all services that are performed.
  - C. Examinations, maintenance, and test of equipment at scheduled intervals in order to ensure that the equipment conforms to the codes and manufacturers' requirements.
  - D. The maintenance procedures and intervals shall be based on but not be limited to:
    1. Equipment age, condition, accumulated wear.
    2. Design and inherent quality of the equipment.
    3. Usage.
    4. Environmental condition.
    5. Improved technology, etc.
  - E. Cleaning, lubricating, and adjusting applicable components at regular intervals and repairing or replacing all worn or defective components.
  - F. The Contractor's elevator mechanics / technicians shall perform scheduled maintenance at the job sites for the actual amount of time required to accurately diagnose and restore the Equipment to normal operation.
  - G. The Maintenance Control Program shall include documentation, schedules, maintenance items, frequencies, inspections, testing, lubrication schedules, etc...
  - H. The following information, at a minimum, shall be included in the schedule/checklist: name of building, Equipment type, Equipment number, Equipment model and serial numbers, maintenance items inspected, lubricated, or adjusted and the frequency, date performed, initials of mechanic, and certification by Contractor that maintenance has been performed.
  - I. ALL components and systems of the Equipment shall be visually inspected regularly. It is further required that all components and systems of each Equipment type are cleaned, lubricated and adjusted according to manufacturers' specifications at the manufacturers' recommended frequency or once per year, whichever is the more frequent period.



- J. Resetting safety switches. Time and material used to investigate the cause of and to reset safety switches is included in the monthly maintenance portion of this contract. Contractor shall not charge separately for this service.

9. ALL ELEVATORS:

1. The scheduled maintenance services shall include all work and materials expressly required under this solicitation or reasonably inferred, whether or not expressly stated herein, including, but not limited to coverage for, the following:
  - a. Hoist machines, including worms, gears, thrust bearings, drive sheaves, drive sheave shafts and shaft bearings, tachometers, brake assemblies and pulleys, and all other components and parts of the machine and brake;
  - b. Hoist motors and power conversion devices, including motor windings, field coils, rotating elements (including armatures and commutators), brushes, brush holders, motor bearings, and all other related components and parts;
  - c. Controllers, selectors and dispatching equipment, including all micro-processor and/or solid state components, relays, resistors, capacitors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, encoders, tach generators, steel selector tapes (or cables), mechanical and electrical driving equipment, and all other related components and parts;
  - d. Governors, including governor sheave shaft assemblies, bearings, contacts, governors' jaws, and all other related components or parts;
  - e. Rope brake devices, secondary braking devices,
  - f. Car and counterweight safeties, including actuating mechanisms, jaws, and all other related components and parts;
  - g. Hoistway equipment, including deflector or secondary sheaves and sheave bearings, car and counterweight guide rails (excluding replacement), top and bottom limit switches, counterweights and counterweight guide shoes including rollers or sliding gibs, inductors, cams, tapes and all other related components and parts;
  - h. Hoistway entrance equipment, including hoistway door interlocks, hangers, hanger covers and tracks, hoistway door drive assemblies including vanes, drive blocks, clutches, pick-up assemblies and bearings, bottom door guides, auxiliary door closing devices (including cables, sheaves, and arms), door restrictor devices, and all other related components and parts
  - i. Car and hoistway door gibs, including their attachments to the door panels.
  - j. Car equipment, including car guide assemblies, guide rollers or sliding car guides, car door restrictors, car top exhaust fan or blowers, car top 2:1 sheaves, load weighing or sensing switches, car top inspection stations, car top and bottom lights, car frames, car platforms, and all other related components and parts.
  - k. Car door operators, including door drive chains, sheaves or belts, car door hangers, hanger covers and rollers, car door contacts, all door protective devices (including screen type detectors, proximity edges, mechanical safe edges and light rays), and all other related components and parts;
  - l. Pit equipment, including: car and counterweight buffers, tape sheave assemblies, governor rope pit tension sheave assemblies, compensating rope sheave assemblies and other pit mounted compensation guides. This includes re-lamping the light fixtures within the pit, and all other related components and parts associated with the pit.
  - m. Alarm bells, emergency stop switches, emergency car lights, and batteries.

- n. Car operating panels and their attachments to return panels, hall call pushbutton stations, car, and corridor signals and fixtures (including lighted surrounds or buttons), visual and audible signaling devices, remote status panels and switches, and all other related components and parts;
- o. Hoist, compensating, and governor ropes and their fastening means, and all other similar or related components and parts
- p. Seismic Devices, including seismic switches and contacts, derailment devices, and all other related components and parts.
- q. Hydraulic: Elevator pump, motor, motor windings, roped hydraulic cables, governors, plunger single or multi-stage, all plunger packings, V-belts, strainers, valves, mufflers, Victaulic fittings, seals, pit oil return units, emergency return unit and battery.
- r. Treat all motor windings, as needed, with proper insulating compound that has been approved by the motor manufacturers. Replace any cracked or badly worn field coil windings.
- s. Keep all car tops, pits, and hoistways clean and free from dirt, oil, lint, debris, and stored items, and maintain each machine room in a clean, neat, organized condition. Remove contaminated (hydraulic oil) and non-contaminated solids/liquids and water from elevator pits during the maintenance of all elevators.
- t. Renew all wire ropes or hoisting belts as often as is necessary to maintain an adequate factor of safety. Maintain equal tension on all hoisting ropes or belts, and, where appropriate, shorten any hoisting device as necessary to provide continued safe operation and maintain normal traction.
- u. Keep all wire ropes, hoisting belts, and guide rails clean and free from dirt, lint, rust, or accumulated grease, and keep rail shanks properly painted.
- v. Repair or replace conductor cables and hoistway and machine room elevator wiring to prevent shutdowns and provide uninterrupted operation of elevator signals and uninterrupted elevator operation.
- w. Disassemble machine brakes annually, check for and replace worn parts, clean all retained parts, reassemble, lubricate, and adjust for proper operation.
- x. Affix by stencil painting, and maintain the appropriate elevator numbers on the car crossheads and on all equipment components in the machine rooms and pits, including hoist machines, motor generators, governors, control cabinets, buffers, and compensation sheave assemblies. These numbers shall be a minimum of 1½" high except on the governor or compensation sheave assembly, which may be less if a suitable flat surface of 1½" is not available.
- y. Repair damage to car and hoistway door finishes when caused by improper adjustment or maintenance of associated door equipment.
- z. Contractor shall not be responsible for replacing burned out light tubes or bulbs in machine rooms or inside the elevator cars; however, Contractor shall be responsible for furnishing and replacing light tubes and bulbs in the elevator pit and on top of the elevator cars.
- aa. Maintain the emergency telephone buttons, button contacts, speakers, and wiring to the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.
- bb. Contractor shall clean elevator equipment, machine rooms, and pit floors at regular intervals sufficient in frequency to maintain a clean appearance, prevent tracking of dirt, oil, grease, or carbon dust from car tops, pits or machine rooms onto carpeted areas, and to preserve the life of the equipment.



- cc. Contractor shall not be responsible for cleaning any equipment made necessary by events beyond its reasonable control or as a result of improper janitorial or building maintenance functions. Unusual conditions, such as on-going construction or "build-out" in the building may be reviewed with City to determine responsibility for cleaning.
- dd. Paint all elevator machine rooms, hoistway, and pit equipment and all car tops at intervals frequent enough to prevent rusting, and preserve the equipment. Car tops, and floors in machine rooms, machinery spaces, and pits shall be maintained and painted with a low VOC paint including the color additive "Deck Gray" or other suitable color if approved by City.
- ee. All paint shall be suitable for the purpose intended and shall be high quality. Application of the paint shall, in all circumstances, comply with current ASME, OSHA, and applicable local codes. Contractor shall schedule all painting procedures with City CDDR PRIOR to performing any painting. Painting procedures shall meet industry standards (Master Painter Institute standards (MPI) and Society for Protective Coatings (SSPC) standards.
- ff. Lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.
- gg. Lubricants, cleaning fluids and all combustible liquid shall be stored in metal cabinets in the machine room and shall be disposed of in accordance with OSHA and EPA guidelines. SDS data sheets shall be posted as required.
- hh. Adjustment: Adjust the equipment as necessary to:
  - 1. Ensure it is functioning per the originally designed specifications by the Manufacturer.
  - 2. Maintain performance standards specified in this solicitation.
  - 3. Preserve the useful life of a part or assembly.
  - 4. Additionally, Contractor shall check and adjust the elevator dispatching systems and perform necessary tests at such intervals as required to ensure all systems are operating properly. If required to complete such system checks, this work shall be completed during overtime at no additional cost to City.
- ii. Contractor shall clean machine rooms, car tops and pits monthly removing all debris and wiping all surfaces of grease, oil liquids and grime buildup.

#### 10. TRACTION (ELECTRIC DRIVE) ELEVATORS:

At a minimum and in accordance with the manufacturers' recommendations, Contractor shall systematically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following:

- 1. Motor generators, controllers, selectors, dispatcher, and relay panels, machine brakes and brake pulleys and parts thereof, including: hoisting motors, selector motors, excitor and regulator, gears and thrust, bearings, rotating elements, brake magnet coils, brushes, brush holders and commutators, brake shoes, lining and pins, coils, contacts, relays and timers, resistors and transformers, solid state devices, deflector, secondary and all other sheaves, shafts, bearings and assemblies, automatic power door operators, landing and car door hangers, landing and door contacts, door protective devices, hoist ways door interlocks, button door guides, manual door closers, auxiliary door closing devices, emergency lighting, fireman's service equipment and any other elevator equipment or controls not named herein and normally covered by full maintenance contracts.
- 2. Keep guide rails properly lubricated, except where roller guides are used. Replace guide shoe or

rollers, when conditions warrant, providing a consistent, smooth and quiet operation. Repair or replace control cables, when conditions warrant. Annually drain the gear case, flushing to remove sediment and grit, and refill with new gear oil. Utilize lubricants compounded to the manufacturer's specifications.

3. Periodically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following safety devices: interlock and door closers; car and counterweight buffers; over-speed governors, governor tension sheave assemblies, and car and counterweight safeties; limit, landing and slowdown switches; door protective devices and alarm bells.
4. Contractor shall conduct a yearly no load, low speed, test of car and counterweight safeties, test of buffers and conduct a five (5) year full load safety test as required by the applicable codes adopted by the TDLR. Contractor shall perform this test in the presence of a licensed state inspector.
5. Periodically equalize the tension in all hoist-way ropes.
6. Replace all wire rope and fastenings, when conditions warrant.
7. Examine and when conditions warrant, re-groove or replace all sheaves, governor tension sheaves, secondary or deflection sheaves, and compensating sheaves.
8. Repair or replace the following accessory equipment as needed: car and corridor operating push buttons; load weighing equipment; all hall lanterns, car position and position indicators, lobby control panels, car operating panels, emergency lighting, pit lighting and all other signal accessories furnished and installed as a part of the whole equipment. Re-lamp all signal indicating devices when found inoperative.
9. Contractor shall maintain the original equipment specification speed in feet per minute, the original performance time including acceleration and retardation as designed and specified by the elevator manufacturer and perform the necessary adjustments, as required, to maintain the original door opening and closing time, within limits of applicable codes adopted by the TDLR. Test reports and results shall be submitted to the CDDR as required by SUBMITTALS SECTION. Results shall include: a description of the tests, reference to the code requiring the tests and the criteria. For pass and fail ratings, recommend corrective actions if a test results in a failure to meet standards.
10. Contractor shall clean machine rooms, car tops and pits, monthly removing all debris and wiping all surfaces of grease, oil, liquids and grime buildup.

#### 11. HYDRAULIC ELEVATORS:

At a minimum and in accordance with the manufacturers' recommendations, Contractor shall systematically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following:

1. Power Plant complete, consisting of its enclosure, pump, motor power transmission elements between the pump and motor, valves of every kind, strainers, mufflers, gaskets, and all other accessories;
2. Entire controller and motor starter, including accessories;
3. All hoist-way equipment of every kind, including fastening to the building, all electrical wiring, conduit, ducts, traveling cables, etc., from and beyond the elevator equipment of every kind to the mainline disconnect switches, and hoist-way outlets;
4. All piping, fittings, and accessories, such as, vibration dampeners, silencers, etc., between the pumping plant and the jack unit, underground piping not included;
5. All heating and cooling elements, facilities, insulation, and accessories for controlling the oil temperature;



6. Hydraulic fluid;
7. Emergency lighting;
8. Fireman's service equipment;
9. Automatic power door operators, landing and car door hangars, landing and car door contacts, door protective devices, hoist-way door interlocks bottom door guides, manual door closures, and auxiliary door closing devices;
10. All other miscellaneous devices, materials, solid state components, etc., not mentioned above or in the makeup of the complete elevator.
11. Repair or replace the following accessory equipment as needed: car and corridor operating push buttons; load weighing equipment; all hall lanterns, car position and positions indicators, lobby control panels, car operating panels, emergency lighting, pit lighting and all other signal accessories furnished and installed as a part of the whole equipment. Re-lamp all signal indicating devices when found inoperative.
12. Conduct a yearly relief valve test and cylinder leakage test in accordance with applicable code adopted by the TDLR in the presence of a licensed state inspector.
13. Re-lamp all signal indicating devices inside the cab and at all floors during regular examinations.
14. Contractor shall maintain the original equipment specification speed in feet per minute, the original performance time, including acceleration and retardation as designed and specified by the elevator manufacturer, and perform the necessary adjustments as required, to maintain the original door opening and closing time, within limits of applicable codes adopted by the TDLR.
15. Contractor shall clean machine rooms, car tops and pits monthly removing all debris and wiping all surfaces of grease, oil, liquids and grime buildup.
16. Test reports and results shall be submitted to the CDDR as required by SUBMITTALS SECTION.

## 12. ESCALATORS:

1. The Contractor shall perform an annual test of all operating and safety devices and governors in accordance with applicable codes adopted by the TDLR. These tests must be conducted in the presence of a licensed state inspector.
2. The Contractor shall perform a total clean-out of the escalator equipment, including stair treads, pits, pans and balustrade interiors, as conditions warrant or annually. Wax handrails as required to provide a smooth, quiet operation.
3. Balustrades, decks, skirt panels, anti-slide devices, and guards shall be examined regularly, adjusted, properly fastened and aligned. Brake torque shall be maintained to original specification. Friction reducing agent shall be applied to escalator skirts monthly.
4. The maintenance services shall include all work and materials expressly required under this Agreement or reasonably inferred, whether or not expressly stated herein, including, but not limited to coverage for the following:
  - a. Drive Machines, including worms, gears and bearings, drive chains, sprockets, bushings, shafts, belts, governors, and all other related components and parts.
  - b. Brakes, including brake coils, arms, bearings, sheaves, linings, contacts, and all other related brake components and parts.
  - c. Motors, motor windings, rotating elements, bearings, shafts, and all other related components and parts.

- d. Step chains, tracks, step chain sprockets, step chain tension devices, and all other related components and parts.
- e. Controllers, including all relays, contacts, coils, resistors, operating and motor circuits, magnets and magnet coils, transformers, rectifiers, solid state devices, and all other related components and parts.
- f. Handrails, handrail drives (including drive chains and sheaves), handrail brush guards, handrail guides or guide rollers, alignment devices, and all other related components and parts.
- g. Steps, step treads, step wheels and rollers, step axles and axle bushings, step risers, and all other related components and parts.
- h. Comb plates, floor plates, and all other related components and parts.
- i. Stop buttons, slack step chain switches, skirt safety switches, step up-thrust switches, handrail entry switches, comb-step impact devices, stopped handrail devices, missing or displaced step switches, and all other related components and parts.
- j. Truss heaters, comb plate heaters, or other heaters provided by original installer.
- k. Remote maintenance monitoring devices.
- l. Main line disconnects located within truss, if provided by original equipment installer.
- m. Contractor shall maintain handrail drives so that handrails operate at substantially the same speed as the steps.
- n. Contractor shall maintain step treads, comb plates and step risers so that the step riser cleats mesh with the slots on the adjacent step treads, and the comb plate teeth mesh with and are set into the slots in the step treads.
- o. Contractor shall maintain the balustrade section fastenings and attachments and the trim moldings so that adjoining surfaces conform to ASME A17.1-2010.
- p. Escalator Clean-Down: Once every year, Contractor shall provide a complete clean-down of each escalator. All steps shall be removed, cleaned thoroughly, and examined for cracks or other defects. All exposed parts and components of each escalator shall be examined for excessive wear. Worn parts, including step rollers, shall be replaced, and each escalator shall be completely lubricated. After reassembly, safety devices shall be tested and the escalator adjusted for proper operation. All escalator clean-down work shall be performed during hours agreed upon with City.
- q. Contractor shall perform testing and maintain all step to skirt clearances within the limits required by the local Authority Having Jurisdiction under code A17.1 – 2010 or later.
- r. Contractor shall maintain all operating and safety devices provided at the time of installation and listed in ASME A17.1-2010 or later, so that they operate and function as required by the code.
- s. Test reports and results shall be submitted to the CDDR as required by SUBMITTALS SECTION.

### 13. REPLACEMENT PARTS AND SPARE PARTS INVENTORY:

- 1. Any materials or parts used in complying with the requirements of this solicitation shall be readily available locally for future replacement and shall be non-proprietary. Original wiring diagrams shall be maintained with the latest changes for each elevator. All drawings, diagrams, and amendments shall remain the property of the City of San Antonio upon termination of this contract.



2. Contractor shall maintain, at their expense, a sufficient amount of replacement parts, by the original manufacturer or approved equal, to maintain elevators and escalators in a safe operating condition. These parts shall be made available for inspection by a City representative when requested. The inventory shall include but not be limited to the following:

a. Per Elevator:

1. Complete Set of Replacement Circuit Boards per Unit.
2. Soft Starts, 1 set per type/size.
3. Pump Motor, 1 unit per type/size.
4. I-2 Valves, 1 unit per type/size.
5. Jack Packings, 1 packing per size of jack.
6. Pushbuttons, 4 replacements per type of button.
7. Digital PI's, 1 set per type.
8. Door Motor, 1 unit per type/size including freight door motors.
9. Interlocks, 2 per type/size including freight doors.
10. Hoistway Switches, 2 per type/size.
11. Door Operator Circuit Boards.
12. Various Relays.
13. All necessary electrical components, including relays, contacts, coils, rectifiers, resistors, transformers, starter relay contacts, hall and car push button parts, and replacement bulbs. Maintain an ample supply of lubricants as specified by the original equipment manufacturer.
14. All necessary oils and lubricants, as specified by original manufacturer, as well as small electrical components, such as starters, coils, and contacts.

b. Per Escalator:

1. Escalator drive machines.
2. Motors and brakes.
3. Controllers and switches.
4. Handrail drive devices.
5. Handrails.
6. Worms and gears
7. Bearings and thrusts
8. Windings, commutators and rotating elements
9. Contacts, coils, switches and relays
10. Resistors and magnet frames
11. Steps, demarcation strips, risers, and rollers

12. Step chains, handrail chains, and drive chains
13. Step tracks and handrail tracks
14. Sprockets, pulleys and gears
15. Drive belts and timing belts
16. Tension devices
17. Combs and comb-plates
18. Landing plates
19. Lubricators
20. Under steps and comb lighting
21. Safety devices
22. All necessary oils and lubricants, as specified by original manufacturer, as well as small electrical components, such as starters, coils, and contacts.

#### 14. STATUS OF EQUIPMENT NOTIFICATION REQUIREMENT:

1. Contractor shall notify the facility CDDR of any condition that impairs the continued Safe use of the Equipment covered under the scope of this contract, including, but not limited to: conditions which may cause injury; conditions which may cause damage to Equipment; conditions which may be hazardous; and status of inspections which are expiring. The Contractor shall notify the CDDR within thirty (30) minutes of placing any Equipment out of service.
2. Removal of unit from service: Removal of Equipment from service during peak hours shall be coordinated with and approved in writing by the City Designated Department Representative (CDDR). Removal of Equipment for routine maintenance during off-peak hours is expected, but notification to and coordination with the CDDR is required
3. Whenever any Equipment is placed out-of-service for any reason; the Equipment must be restored to full service within two (2) calendar days. Service Credits will be invoked for any Equipment that is not functioning after the two-day period (see Section 4.20).

#### 15. INSPECTIONS: The Contractor shall:

1. Contractor shall schedule all inspections around any City scheduled events. Contractor shall conduct annual state inspections, to include a full load test, of all elevators and escalators. Contractor shall be responsible for subcontracting with the third-party state inspector, who shall be registered with the Texas Department of Licensing and Regulation in accordance with Chapter 754, Sec. 754.017. Annual state inspections shall be completed within 30 days PRIOR to the expiration date of the Certificate of Compliance to ensure the Inspection Reports are submitted with the applicable fees to TDLR, and new Certificates are received from the State before the existing Certificates expire. Contractor shall notify the CDDR in writing of the scheduled inspection date(s) to ensure the proper coordination with the building occupants is followed. This shall be with sufficient notice. It is Contractor's responsibility to ensure that there is never an expired certificate posted, and to provide the CDDR with a copy of the inspection report for review. Failure to perform this inspection will be a material breach of this contract and may result in termination. The annual inspection costs shall be included as part of prices bid and not an additional expense to the City. The annual step/skirt index test for all escalators shall be included as part of the contract and not as an additional charge. Any repairs that are required or do not meet the standards or codes and are covered under the above-mentioned items will be performed at no additional charge to the City. Corrections or repairs that are needed and not covered by the contract must be provided in the form of a quotation, in writing, to the CDDR for approval prior to work being performed. Any repairs required or identified in the inspection report shall be completed within 60 days of the inspection date, if possible, or sooner if required by the state inspector. If repairs cannot be completed within the 60-day period, Contractor shall notify City so that City may apply for an extension or waiver. Thereafter, Contractor



shall complete all repairs within the time specified on the certificate of compliance issued by the executive director of the Texas Department of Licensing & Regulation. Contractor shall reimburse City for fees paid to apply for waivers or delays, if same are due to Contractor's negligence in completing the repairs within the time specified, and any other costs resulting from said delays.

2. Contractor shall provide a copy of the annual and five-year test reports to the CCDD or the designated representative.

16. CODES AND OTHER TESTS: The Contractor shall:

1. Contractor shall schedule, coordinate, and complete statutory Category 1 and 5 tests and other equipment tests, including, but not limited to:
  - a. Annual no load slow speed test of car safeties, governors, and buffers.
  - b. Five-year, full load, full speed test of car safeties, governors, and buffers.
  - c. Monthly firefighters' service operational tests.
  - d. Monthly test of communication equipment inside each elevator car to confirm it's functioning properly.
  - e. Annual pressure relief tests on hydraulic elevators.
  - f. Annual standby power operation tests on elevators.
  - g. Annual escalator step/skirt index test.
  - h. Monthly operational tests: battery pack car emergency lighting, monthly car emergency communication device, and battery pack car lowering devices or car rescue devices.
2. Contractor shall make "Periodic Inspections and Tests" in accordance with the Authority Having Jurisdiction (AHJ) requirements, and with the current ASME A17.1 code.
  - a. Contractor shall affix metal tags for all Category 1 and 5 tests in accordance with ASME A17.1- 2004 or later adopted by the AHJ.
  - b. Contractor's failure to execute statutory tests mandated by either national Codes or local jurisdictions or regulations within thirty calendar days of required time constraint shall make the Contractor responsible for any fines assessed by the AHJ. In the event the AHJ places the elevator out of service or levies a fine because of missed statutory tests, no additional costs shall be paid by City. Equipment must be placed back into service within the time required for repairs, or Out of Service Credits shall apply. To prevent missed required testing, the contractor shall attempt to schedule said tests in a timely manner with the CCDD.
  - c. Before performing tests of the elevators, Contractor shall take all reasonable steps to verify that the Equipment is in a safe condition for testing, shall check appropriate clearances, and shall adhere to best practices in making the tests, including all safety procedures in general use by the Contractor or published by the Contractor or manufacturer of the equipment.

17. CONTRACT SERVICE LOGS: The Contractor shall provide the following logs.

1. Service logs shall consist of but is not limited to:
  - a. Service Provider number
  - b. Building Name and Location
  - c. Elevator / Escalator number
  - d. Date and time call was placed
  - e. Date and time technician arrived

- f. Date and time unit was returned to service
- g. Identifier for calls placed due to misuse of equipment or vandalism
- h. Identifier for calls placed due to entrapment

2. Maintenance Logs shall consist of but is not limited to:

- a. Service Provider number
- b. Building Name and Location
- c. Elevator / Escalator number
- d. Date of maintenance action
- e. Description of maintenance tasks performed.
- f. Description of any testing and inspection procedures performed.

18. BUILDING LOGS:

- a. Upon arrival and departure, all Contractor employees shall register by signing in/out using the Building log book that's maintained at the front main desk at each location. In addition, City may require Contractor's employees to check in with designated personnel each time they enter the building.
- b. The site maintenance logbook shall indicate the name of person or persons, time of arrival, purpose of visit, (i.e. callback, schedule maintenance, scheduled repair, Supervisor's inspection, etc.), and a brief description of the work accomplished, including Equipment designation, and time of departure.
- c. Contractor's employees who perform billable work shall leave time tickets after each visit when leaving the property. Alternatively, City may approve an electronic version. Time tickets shall include, at a minimum: Name of mechanic, time of arrival, purpose of visit, identification of Equipment serviced, work accomplished, and time of departure.
- d. City may elect to have entries via a manual or electronic log device provided to City electronically.

19. SEMI- ANNUAL MEETINGS:

- a. Contractor shall coordinate and schedule Semi-annual meetings with City's CDDR or alternate representative. The scope of this meeting shall include but not be limited to:
  - i. A review of the previous six month's Service Requests and callbacks.
  - ii. A review of maintenance, including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of equipment from service;
  - iii. A review of any reported complaints;
  - iv. Such other elevator/escalator related items as may be appropriate;
  - v. A review of on-site spare equipment or parts for the elevators;
  - vi. A review of maintenance logs; and
  - vii. If requested by City, Contractor shall provide a monthly list of Service Requests and callbacks for review by City prior to the semiannual meetings.

20. REMOVAL OF PARTS:



No parts or components required for the performance of Services on the Equipment or required for its operation may be removed from the site without written approval from City. This does not include renewal parts stocked on the job by Contractor but does include parts and components that were installed with and are a part of the elevator/escalator installation, and parts delivered to the property and paid for by City, which shall remain City's sole property.

#### **4.11 GENERAL WORK REQUIREMENTS:**

1. Contractor shall furnish all labor, equipment, materials, and supplies required to comply with the solicitation.
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.
3. Contractor shall lay out the work using acceptable practices before starting any activities.
4. Time shall be based on actual time spent on the job site. Travel charges to the job site will NOT be allowed. Mileage and travel time to and from the job site is not reimbursable under this contract. Mileage and travel costs shall be included in the prices on the Price Schedule.
5. Before ordering any materials or performing any work, the Contractor shall verify all requirements and shall be responsible for correctness of the same.
6. Parts and workmanship shall be those as recommended by the manufacturer of the equipment, professional trade standards, and applicable codes and standards.
7. Contractor shall furnish and use manufacturer's recommend material and other items for the maintenance of the Equipment and shall provide such information to the City's Designated Departmental Representatives (CDDR).
8. Contractor shall ensure Contractor staff, including but not limited to, supervisor, service representatives and service technicians shall meet and follow all City security and other standards.
9. Contractor shall be responsible for the conduct and performance of the Contractor's employees including any subcontractors.
10. City will provide necessary and reasonable means of access to the equipment being serviced. Contractor shall be free to stop and start all primary equipment incidental to the maintenance of the equipment as necessary provided that arrangements in advance are mutually agreed upon by the Contractor and the CDDR. The Contractor will furnish a detailed estimate of downtime for all repairs. Extended periods of equipment shutdown at any facility must be coordinated through CDDR.
11. Before ordering any material or doing any work, Contractor shall verify all required procedures and shall be responsible for correctness of the same. No exchange or compensation will be allowed on account of differences.
12. A digital picture shall be required for any failed part(s) over a \$1,000.00 aggregated cost. City also may require Contractor to produce the failed part for City's inspection.
13. Contractor shall provide a company contact and phone number for all inquiries from the City if awarded this contract.
14. Quoted prices shall reflect all associated costs including materials and labor hours.
15. Contractor's forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation of this contract.
16. The work in this solicitation shall be performed while the facilities are occupied or unoccupied, therefore, the Contractor shall provide the services in a manner which does not impact or interfere with occupants' daily responsibilities.

#### **4.12 SUBMITTALS**



1. A manufacturer's letter certifying that the contractor is authorized to provide the services required under this solicitation must be submitted with the bid response. Notify the CDDR within ten (10) calendar days of any changes to manufacturer certifications.
2. Product and Material Data: Within ten (10) calendar days after notice to proceed or issuance of City Purchase Order for the scheduled maintenance of the solicitation, Contractor shall submit product and material data for each type of product indicated or anticipated to be used under this solicitation. The product data shall include a manufacturer's printed statement of VOC content. For repairs or other requirements, the Contractors shall provide within five (5) calendar days after notice to proceed, or issuance of City Purchase Order shall provide material data information.
3. Within ten (10) calendar days after notice to proceed or issuance of City's Purchase Order, Contractor shall provide a contract/project schedule to City's Designated Departmental Representative (CDDR) for approval and coordination with Facilities representative or designee.
4. In addition to the Invoicing and Payment terms in Section 006 - General Terms and Conditions and **Attachment F – Working with COSA – Keys to faster payments**, all invoices must be submitted in duplicate (one copy to City's Designated Departmental Representative (CDDR) and original invoices to Accounts Payable). Invoices must be submitted within fifteen (15) calendar days of completing the work.
  - a) Invoices must include Purchase Order number and City Department name and location.
  - b) Invoices must be legible.
  - c) Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any).
  - d) 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.
  - 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.
    - Copy of Service Log for repairs
5. If corrections to the invoice are required to meet City's requirements, the contractor shall make the corrections within two (2) calendar days after e-mail notification from CDDR.
6. The Contractor shall provide warranty documents to the CDDR within five (5) calendar days after completion of the work.
7. The Contractor shall provide manufacturer maintenance procedures (O&M Manuals as applicable) to CDDR within five (5) calendar days after completion of the work.
8. The Contractor shall provide installation procedures to CDDR within five (5) calendar days after completion of the work.
9. Maintenance Control Program (MCP): The Contractor shall prepare and provide a written MCP in compliance with the current ASME A17.1 code, and the Authority Having Jurisdiction (AHJ) requirements within ten (10) calendar days after notice to proceed or issuance of City Purchase Order. Instructions for locating this written program shall be kept in the Machine Room with a copy provided to the CDDR for each elevator and escalator as required by ASME A17.1. Documentation of the MCP must be kept in a visible location in each machine room.
10. Contractor shall provide a comprehensive written and/or computerized report based on each system after testing, maintenance and repairs are completed at each location. The report will advise of all inspection problems or potential problems and include the maintenance history of all components within each system. The maintenance report to include checklists and schedules shall be submitted to the CDDR monthly within five (5) calendar days after completion of the work. Payment may be withheld on any unit if scheduled maintenance is not performed and/or report is not submitted as specified.
  - a. If the system does not pass, Contractor shall supply an itemized estimate cost for repair to make the system functional at full load rating to the CDDR. Refer to City's repair options as stated in this document.
11. The Contractor shall provide an annual schedule for the work included in this scope of services within 30 calendar days after award for the present fiscal year. The contractor shall provide a new schedule by September 1 of each year thereafter.



12. The Contractor shall provide a written safety and spill plans within ten (10) calendar days after award for the present fiscal year. The Contractor shall provide an updated safety and spill plans by September 1 of each year thereafter.
13. The Contractor shall provide a written quality control plan within ten (10) calendar days after award for the present fiscal year. The Contractor shall provide a maintenance plan by September 1 of each year thereafter.
14. The Contractor shall provide monthly and annual service logs to CDDR for each location within ten (10) calendar days after award for the present fiscal year, and on Oct 1 of each year thereafter.
15. All submittals shall be provided in written and electronic formats.
16. Asset 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 will evaluate investment schedules and constraints to assist the CDDR with preparing budgetary costs for the investment ranging from individual elevator/escalator parts through full modernization packages. This is for the lifetime of the building. Contractor shall provide the first plan within ninety (90) days' of contract award and before February 1<sup>st</sup> of each year thereafter.
17. Test reports and results shall be submitted to the CDDR within five (5) days after tests are conducted.
18. (Optional) Internet web-based
  - a. Contractor shall maintain an Internet web-based electronic recordkeeping system for elevators and escalators that provides real-time tracking of maintenance, work in progress, and information about other services performed. The system must allow the City to receive automated reports by e-mail, track invoices, and generate historic reports for tracking and budgeting purposes. The system must also log all service calls placed by City and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately resolved, and the steps taken to correct the problem. City shall be allowed to view this data online.
  - b. A record of all maintenance, callbacks and repairs shall be kept by Contractor indicating work performed, any difficulties experienced, and the corrective measures taken to eliminate the difficulties. These records shall be provided to the CDDR and all work accomplished shall be verified in writing. Contractor's mechanic shall check into the Maintenance Office or with the Maintenance Representative upon arrival to and departure from the facility. Copies of mechanic's time tickets, verifying time spent during each visit shall be left with the CDDR. Contractor shall provide City with a logbook to serve as a permanent record of sign in and sign out of their personnel. Contractor personnel shall sign in and out at a location to be determined by the CDDR. The City shall be given access to repair and service call history for any units on contract using Contractor's Internet web-based system.
  - c. At a minimum, the City shall be able to view the following data on-line:
    1. Equipment inoperable by unit over the prior 18 months.
    2. Service callback dates and statistics by unit
    3. Completed maintenance procedures (checklists) by unit
    4. Preventive maintenance tasks (checklists) and dates performed by unit
    5. Equipment performance by Unit
    6. Equipment usage by Unit
    7. Placed service calls for each type of Equipment each month
    8. Contract financial information/account statements
    9. Entrapments by Location



10. Equipment placed out-of-service with brief explanation (by unit)
- d. City must be able to pull and print reports of such data at any time.
- e. The online system shall be capable of providing customized information and reports to City via email on a prescheduled basis. Prior to contract start, Contractor shall provide the Internet web address and instructions and training on how to use the system.

#### **4.13 WORK HOURS**

1. Normal Working Hours: Normal working hours are defined as Monday – Friday, 8:00 AM to 5:00 PM, exclusive of City recognized Holidays.
2. Overtime Working Hours will be Monday through Friday 5:01 p.m. to 7:59 a.m., all day on weekends and on City recognized holidays.
3. All work shall be coordinated with the respective Facilities representative (CDDR) or designee to ensure building access can be accommodated, and there will be minimal disruption to the building occupants at all locations.
4. For Building & Equipment Services: City Hall and the Municipal Plaza Building are inaccessible on Wednesday afternoons and all day on Thursdays. In the event that maintenance or repairs are required on these days, the CDDR must provide written authorization to the Contractor to enter the premises and perform the required services.

#### **4.14 BUILDING RESTRICTIONS**

1. ACCESS: The contractor shall make prior arrangements with the designated COSA representative (CDDR) for gaining access to the building(s) to perform all services. This may require obtaining temporary access badges in some cases.
2. IDENTIFICATION. Contractor's and/or subcontractors' personnel shall present a professional appearance and be readily identifiable to City staff when called out, to perform work under this contract. Contractor shall have the following:
3. Vehicle(s) must have Contractor's name and, if applicable, logo.
4. Contractor Uniforms or Company Logo Apparel. Contractor's personnel shall present a neat appearance and be easily recognizable as a contractor employee. This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate 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.
5. ID Badges. Contractor's employees and subcontractors performing work under this contract shall wear ID Badges at all times while performing work under this contract. Badge content must be approved by City. At a minimum, badges must contain name of employee, and name of contractor performing the work.
6. PARKING: The contractor shall make arrangements with the designated City representative prior to off-loading tools and equipment at the job site. The contractor shall park only in spaces assigned by the designated City representative. Contractor shall park only in designated parking spaces when performing services at any location. The Contractor shall park vehicle and equipment legally and pay all associated costs for parking if applicable. The City will not be responsible for any violations, fines, or tickets incurred by the Contractor.
7. RESTROOMS: Restrooms shall not be used for washing of tools and equipment.
8. SECURITY: The contractor shall provide a list of all contractor personnel or subcontractors at each job site and comply with all security measures required by the City. The Contractor personnel shall follow all required security standards and procedures to gain access to the facilities.
9. 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 shall retain all employee records, including any criminal background checks, for the retention period stated in section 006-General Terms and Conditions.

(b) Contractor is responsible for any costs incurred in conducting criminal background checks.

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

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

(i.) CJIS Facilities. CJIS Facilities within this contract are: Emergency Dispatch Center (PSAP), Emergency Operations Center (EOC), Frank Wing Building (Municipal Courts), Police Training Academy, Public Safety Headquarters (PSHQ), and SAPD Property & Evidence Facility.

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

(k) Contractor shall immediately remove any employee, staff or subcontractor that does not meet these requirements from performing services under this contract.

#### **4.15 WARRANTY:**

1. Contractor shall warrant that work performed conforms to the solicitation requirements and is free of any defect in equipment, material, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. All work provided by Contractor shall be warranted for a minimum period of one (1) year from the date of final acceptance of the work.
2. **PERFORMANCE WARRANTY:** Work performed under this 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.
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 Facilities Management or designee with all manufacturers' warranty documents upon completion of service prior to leaving the job site.



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.

#### **4.16 UNSATISFACTORY PERFORMANCE:**

1. Unsatisfactory performance may result in a negative vendor performance report. City may consider the following performance by the vendor as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:
2. "Call Backs"
3. Contractor personnel assigned not having the skills or knowledge to diagnose the problem or perform the repair or both.
4. Contractor not providing submittals as required by the solicitation.
5. Contractor not completing the work as required by the solicitation.
6. Contractor not providing invoices as required by solicitation.
7. Contractor not meeting the project schedules as required by solicitation.
8. Contractor does not meet performance requirements.
9. Contractor does not meet certification requirements.
10. Contractor does not meet documentation requirements.
11. Contractor places any Equipment out-of-service for more than two (2) calendar days.
12. Contractor does not contact the CDDR to inform them about Equipment status.

#### **4.17 DELIVERY, STORAGE AND HANDLING REQUIREMENTS**

1. Materials shall be delivered to the job site by the contractor and the quantity shall be sufficient to complete the contract requirements.
2. Materials shall be protected from the environment and temperature fluctuations (must prevent items from freezing).
3. Contractor shall secure all spare parts and supplies in an approved UL listed cabinet or container.

#### **4.18 QUALITY CONTROL**

1. Only trained and certified technicians shall be used to provide services.
2. Only products shipped directly from manufacturer or an approved distributor shall be used for this contract.
3. The awarded contractor shall ensure that quality standards are followed during all maintenance and repair services.
4. All services must meet codes and manufacturer's standards.
5. The contractor is responsible for quality control procedures.
6. The contractor shall provide a report that indicates they are meeting all performance requirements.



#### **4.19 SERVICES AND RESPONSE TIME:**

Contractor shall maintain the services of a professionally staffed telephone answering system so that immediate and continuous contact on a twenty-four (24) hour per day, seven (7) days per week and three hundred and sixty five (365) days per year basis can be made. Answering service personnel shall be employed by Contractor. Answering machines are not acceptable. Contractor shall provide a point of contact (name and phone number) to be available 24/7/365 including weekdays, weekends, and holidays.

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

Parts shall be charged at cost plus markup per the price schedule. The Contractor shall provide copies of receipts for all parts and supplies to the designated representative with the service invoice.

##### **1. SCHEDULED MAINTENANCE SERVICE:**

- a. The Contractor shall perform the scheduled work within ten (10) working days of the scheduled date. The only exceptions are potential unforeseen conditions (for example, bad weather during the scheduled date).
- b. After the initial proposed schedule is developed, the Contractor shall notify CDDR via email the list of facilities that are scheduled for service fourteen (14) calendar days before each scheduled date.

##### **2. EMERGENCY SERVICE:**

- a. The Contractor shall call back the CDDR within fifteen (15) minutes.
- b. Contractor technician(s) shall respond on site within thirty (30) minutes of receiving the notification during the week, weekends and holidays.
- c. If an inspection reveals a problem exists in the equipment which is attributable to Contractor's lack of adherence to scheduled maintenance and quality controls, the total cost of the emergency service visit, including parts and labor, shall be borne by Contractor, and no additional charges will be authorized by City.
- d. An emergency call is any condition that can potentially impact the health, safety and welfare of City employees and the public as determined solely by City. City will identify emergency calls at time of notification.
- e. For the purposes of this contract, repairs not covered by the outlined Scheduled Services portion of the Price Schedule and deemed necessary by City may be classified as an EMERGENCY REPAIR. Contractor shall not begin any work that is beyond the scope of the maintenance specifications herein, unless specifically requested by the CDDR in writing by issuance of a purchase order or requesting the service in writing by email from the CDDR. After the email, a purchase order will be provided by CDDR within seven (7) working days. Contractor shall provide a quotation of the work to be performed with an estimated cost for repair within two (2) hours for emergency service calls.
  - i. Some emergencies are of such a nature that it is impossible to wait for issuance of a purchase order or creation of an estimate. The CDDR will determine which situations fall under these circumstances and Contractor shall provide the services needed as directed.
- f. 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 circumstances beyond the Contractor's control, the work shall be completed, within two (2) calendar days of receipt of notification. All requirements shall be identified within two (2) hours of the notification. Material requirements shall be processed and ordered within four (4) hours of receipt of notification. Materials shall be received within two (2) calendar days of receipt of notification. All work shall be completed and the elevator fully functioning within two (2) calendar days after initial notification, whether by fax, phone or email. If these requirements cannot be met, the contractor shall provide documentation to the CDDR for evaluation and determination of the final completion date.
- g. This work shall be billed in accordance with labor and parts charges listed on the Price Schedule. City will not pay for any unauthorized parts or labor charges. Contractor shall submit invoices for Emergency Repair work with City's purchase order number reflected on the invoice. Such invoices shall have the language EMERGENCY REPAIR indicated and reflect billing in accordance with the Price Schedule. All emergency repairs shall be performed during City's normal working hours, unless otherwise required by City.



### 3. URGENT SERVICE:

- a. Contractor shall call back the CDDR within fifteen (15) minutes.
- b. Contractor technician(s) shall respond on site within one (1) hours of receiving the notification, regardless of whether it is Normal or Overtime Working Hours.
- c. 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 circumstances beyond the Contractor's control, the work shall be completed, within two (2) calendar days of receipt of notification. All requirements shall be identified within four (4) hours of the notification. Material requirements shall be processed and ordered within eight (8) hours of receipt of notification. Materials shall be received within two (2) calendar days of receipt of notification. All work shall be completed and the elevator fully functioning within two (2) calendar days after initial notification, whether by fax, phone or email. If these requirements cannot be met, the contractor shall provide documentation to the CDDR for evaluation and determination of the final completion date.
- d. Contractor shall not begin any work that is beyond the scope of the maintenance specifications herein, unless specifically requested by the CDDR in writing by issuance of a purchase order or requesting the service in writing by email from the CDDR. After the email, a purchase order will be provided by CDDR within seven (7) working days. Contractor shall provide a quotation of the work to be performed with an estimated cost for repair within four (4) hours for urgent service calls.
- e. This work shall be billed in accordance with labor and parts charges listed on the Price Schedule. City will not pay for any unauthorized parts or labor charges. Contractor shall submit invoices for Urgent Repair work with City's purchase order number reflected on the invoice. Such invoices shall have the language URGENT REPAIR indicated and reflect billing in accordance with the Price Schedule. All urgent repairs shall be performed during City's normal working hours, unless otherwise required by City.

### 4. ROUTINE AND REPAIRS SERVICE:

- a. Contractor shall call back the CDDR within fifteen (15) minutes.
- b. Contractor technician(s) shall respond on site within two (2) hours of receiving the notification, regardless of whether it is Normal or Overtime Working Hours.
- c. The contractor shall complete repairs on an hourly basis as indicated on the price schedule.
- d. The work shall be completed the same day of the notification. If work cannot be completed during the same day of the notification due to circumstances beyond the Contractor's control, the work shall be completed within two (2) calendar days after identifying the materials and other requirements. All requirements shall be identified within four (4) hours of the notification. Material requirements shall be processed and ordered within eight (8) hours of receipt of notification. Material shall be received within two (2) days of the notification. All work shall be completed and the elevator fully functioning within two (2) calendar days after initial notification whether by fax, phone or email. If these requirements cannot be met, the contractor shall provide documentation to the CDDR for evaluation and determination of the final completion date.
- e. Contractor shall not begin any work that is beyond the scope of the maintenance specifications herein, unless specifically requested by the CDDR in writing by issuance of a purchase order. Contractor shall provide a quotation of the work to be performed with an estimated cost for repair within twenty four (24) hours.
- f. This work shall be billed in accordance with labor and parts charges listed on the Price Schedule. City will not pay for any unauthorized parts or labor charges. Contractor shall submit invoices for Routine Repair work with City's purchase order number reflected on the invoice. Such invoices shall have the language ROUTINE REPAIR indicated and reflect billing in accordance with the Price Schedule. All routine repairs shall be performed during City's Normal Working Hours, unless otherwise required by City.

5. **Event Standby Services:** Event standby services shall be provided on an as needed basis based on facility event needs and paid in accordance with the hourly rates shown on the Price Schedule. Event standby services means Contractor shall have mechanics present in the building during an event, on standby to provide services, if needed. The CDDR may designate the number of Contractor personnel required to be on site during such an event. Contractor shall not charge any additional hourly labor rates (such as hourly labor rates for non-covered repairs) for repairs made



while Contractor is performing Event Standby Services. Contractor shall be given a minimum of a one (1) day notice of a scheduled event that requires standby services.

- 6. CALL BACKS AND RESPONSE TIME:** Callbacks during Normal Working Hours and/or Overtime Working Hours are included in the price of this contract for both covered and non-covered work. Call-back service is included at no additional cost to City.

#### **4.20 OUT OF SERVICE CREDITS:**

1. Whenever any elevator, escalator and related components are inoperable or malfunctioning for extended periods, substantial and intangible harm may accrue to the City, its citizens and patrons. The City may invoke service credits if Contractor fails to meet the required response times for Emergency, Urgent and Routine services. Parts shall not be swapped from unit to unit to avoid an out of service credit. In addition, whenever Equipment has been placed out-of-service by the Contractor for any reason, it shall be restored to normal functioning capacity within 48 hours. Any unit that remains out-of-service beyond 48 hours shall be subject to out of service credits, which may be assessed by City.
2. City may, at its discretion, instruct Contractor to perform this remedial maintenance at another specified time, in which case the service credit will not be invoked. The service credit does not apply to Force Majeure conditions, or when units are taken out of service to accomplish pre-planned, City approved activities.
3. The Service Credit is \$50.00 per hour or fraction of an hour, for failure to respond within the required time period. The Service Credit is \$50.00 per hour or fraction of an hour, for failure to restore a unit to operational condition within the time specified, until the situation is rectified, and the equipment is placed back in service. The CDDR will confirm that the equipment is functioning properly and notify the respective City staff.
4. Scheduled maintenance work that is not completed and results in an inoperable system is not cause for a waiver of the Service Credit.
5. The Service Credit is not invoked in those instances where inoperable systems are a result of an accident caused by others, and not due to Contractor's error, lack of maintenance, or negligence, indicated herein. Contractor is responsible for ensuring that the CDDR is made aware of these situations within thirty (30) minutes of their occurrence.
6. The Service Credits apply to elevators, escalators, and related components separately; therefore, simultaneous breakdowns of several units may invoke multiple Service Credits.
7. The CDDR shall be the final authority on whether or not a Service Credit is invoked. When a Service Credit has been invoked, City shall calculate such Service Credit and Contractor shall include the deduction on the next invoice following City's notice. However, City is not required to invoke the Service Credit before the next invoicing period. 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 30 days of the contract's expiration or termination. City's failure to invoke service credits at any point in time shall not be deemed a waiver. Continual failures by Contractor to expedite work to correct malfunctions is cause for termination of the contract and filing a claim on a performance bond, among other things, to effect required repairs.
8. The Parties agree that these Service Credits are liquidated damages, and not a penalty.

#### **4.21 PERFORMANCE STANDARDS**

The contractor shall meet all of the requirements in Building Transportation Standards and Guidelines Elevator Industry Inspection Handbook. In addition to previous requirements, the performance standards shall consist of but not be limited to:

1. Floor-to-floor times are measured in seconds from start of doors closing, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors are 3/4 open for center opening doors or 1/2 open for side opening doors. Times shown are  $\pm 0.2$  seconds.
2. Door opening times are measured in seconds from start of car door open until doors are fully open. Times shown are  $\pm 0.1$  seconds.



3. Door closing times are measured in seconds from start of door close to doors fully closed, and shall be no less than the times shown per above schedule or those permitted by code. Times shown are  $\pm 0.1$  seconds. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed. Door closing force shall be no more than 30 lbf.
4. Stopping accuracy shall be measured under all load conditions and maintained per Appendix A. Standards shown are maximum allowable from no load to full load.
5. Variance from rated speed, regardless of load, shall not exceed the following:
  - a. 3% for closed loop equipment.
  - b. 5% for open loop equipment.
  - c. +10% up/-20% down, no load, for hydraulic equipment.
6. Door opening and closing shall be smooth and quiet, with smooth checking at the extremes of travel. Car and hoist way doors shall open flush with entrance jambs and each other.
7. Acceleration and deceleration shall be smooth, with no noticeable "steps" or bumps to increase or reduce speed, and no objectionable vibrations.
8. Elevator cars shall travel smoothly and quietly through the hoist ways.
9. Performance requirements indicated are minimum standards and are not the sole criteria for judging the Contractor's performance.
10. Car Ride Quality and Noise: All elevators shall be maintained and adjusted to meet the performance requirements per the original specifications for each property and within the following parameters:
  - a. Horizontal acceleration within the cars during all riding and door operating conditions shall not exceed 20 mg peak to peak for geared and MRL elevators, in the 1-10 Hz range. Measurement Criteria: ISO 8041, peak-to-peak vs. A95 standard.
  - b. Vertical acceleration and deceleration shall be constant and not exceed 4 feet/second/second with an initial ramp between 0.5 and 0.75 seconds.
  - c. Sustained jerk shall not exceed 6 feet/second.
  - d. Measured noise levels in any moving car outside the leveling zone shall not exceed 55 dB(A) under any condition including ventilation blower or fan on highest speed. Measured noise levels in the car within the leveling zone or when the car is stopped shall not exceed 60 dB(A). There shall be no discernible sound in the elevator car from the machine, pump unit, ropes, sheaves, motor generator sets, platforms, cab walls, or car guides unless it is mutually determined by Contractor and City that such sounds are attributable to the design of the equipment (provided such design exception shall not apply to the extent that Contractor has provided design or redesign Services under this Agreement or a related agreement).
11. Escalator Ride Quality and Noise: All escalators shall be maintained and adjusted to meet the performance requirements per the original manufacturer's specifications for each unit and within the following parameters:
  - a. Step Speed: Unit shall operate at contract speed under any loading condition in either direction of travel.
  - b. Handrail Speed: Handrail speed shall be substantially same as step speed.
  - c. Noise and Vibration Control: Measured noise levels relating to escalator equipment and its operation shall not exceed 60 dBA, measured 3'-0" above escalator at any point of its length.

#### **4.22 SPECIAL CONDITIONS:**

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



2. If at any time, after the date of the bid, Contractor reduces the comparable price of any article or service covered by this bid to customers other than City, the price to City for articles or services shall be reduced proportionately. Such reductions shall be effective at the same time and in the same manner as the reduction in price to customers other than City. In addition to invoicing at the reduced prices, Contractor shall furnish promptly to City complete information as to such reductions.
3. The City reserves the right to delete locations during the contract term. The City will advise Contractor of the deletion of any locations, any old items, and when service shall be terminated for deleted items.
4. City reserves the right to make, or cause to be made, inspections and tests whenever it deems advisable or necessary to ascertain that the requirements of this solicitation are being fulfilled. The Contractor agrees to furnish personnel to accompany City and/or its representatives during such inspections at no cost to City. Deficiencies noted shall be submitted in writing to the Contractor. The Contractor shall, promptly (within ten (10) days, unless otherwise agreed), correct deficiencies covered under the terms of this Agreement at its sole expense.
5. Should Contractor require remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs shall be at Contractor's sole expense.
6. Contractor shall pay for all state and/or local inspection fees with regards to operation of equipment covered by this Agreement. Such charges are to be included in the monthly Preventive Maintenance Fee.
7. City may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from City. Contractor agrees:
  - a. To treat, and to obligate Contractor's employees, subcontractors and suppliers to treat as confidential all such information whether or not identified by City as confidential.
  - b. Not to disclose any such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of City to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining City's written approval, except to the extent necessary in connection with performing Services or when required by law.
8. Contractor shall not, in the course of performance of this Agreement, or thereafter, use or permit the use of City or Property Manager's name or the name of any affiliate of City or Property Manager, 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 City and Property Manager, as applicable.
9. OBSOLESCENCE
  - a. During the term of this Agreement there shall be no equipment or components determined to be obsolete, other than what City and Contractor agree is obsolete per the sections below.
  - b. Contractor's proposal must include a list of all components and parts in City's Equipment that Contractor considers obsolete and provide a proposal for the full cost, including parts and labor, to replace, repair or upgrade these items. Contractor's cost estimate shall remain firm for the original contract term. Contractor's proposal shall include any increased costs for replacement, repair or upgrade to these items during the renewal period, and this pricing shall remain firm during the renewal period. Should City choose to replace any obsolete equipment, City shall do so by issuance of a purchase order.
  - c. Components deemed obsolete by Contractor will be reviewed by City. If City rejects contention of obsolescence, Contractor must agree to full Preventive Maintenance coverage, or withdraw its proposal.
  - d. Components accepted by City as obsolete will be identified in an Integration Agreement signed by the parties prior to award of the contract.
  - e. A part, component, assembly, product, firmware, or software module ("Component") is considered obsolete only when both the original equipment manufacturer(s) and after-market elevator industry suppliers no longer manufacture or rebuild required parts or assemblies. The fact that a new part is in some way better than the original does not render the original part obsolete, nor cause the replacement to be considered an upgrade or modernization.



## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract or October 1, 2022, 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 September 30, 2025.

### 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.

### Internal / External Catalog.

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

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

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited



to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

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

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

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

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

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

Catalog Updates.

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

Insurance

A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Building and Equipment, which shall be clearly labeled "**Annual Contract for BESD Elevator and Escalator Preventive Maintenance for Various Locations.**"

The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Building Equipment. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized 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:



<b>INSURANCE TYPE</b>	<b>LIMITS</b>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors f. Damage to property rented by you	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence. (\$5,000,000 per occurrence if AOA access is required)
5. Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.  Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service.

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

- E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Building and Equipment Services Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

- F) Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, 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 the City, with the exception of the workers' compensation and professional liability policies;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
  - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.



- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- H) In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.
- I) Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.
- J) It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- L) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

#### Proposal Bonds:

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

Respondent must provide the original Proposal Bond to the **City of San Antonio Finance Department, Purchasing Division, ANNUAL CONTRACT FOR BESD ELEVATORS AND ESCALATORS PREVENTATIVE MAINTENANCE, P.O. Box 839966, San Antonio, Texas 78283-3966** or **City of San Antonio Finance Department, Purchasing Division, ANNUAL CONTRACT FOR BESD ELEVATORS AND ESCALATORS PREVENTATIVE MAINTENANCE, 100 West Houston St., Print & Mail Center, San Antonio, Texas 78205** prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent's electronic submission through the SAePS Portal.

#### Payment Bond:

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one-year period. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract. Contractor is required to maintain the bond's value for the life of the contract, by supplementing the bond or providing a new one, as may be required, in the event of a draw. In addition, for any repairs exceeding the bond's value, Contractor must supply a supplemental Payment Bond, meeting the same requirements herein, to cover the incremental increase between this bond's value and the cost of the repair.

#### Performance Bond:



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

#### Prevailing Wage Rates:

For any repairs or replacements, the Provisions of Chapter 2258 of the Texas Government Code are expressly made a part of this Contract. Contractor shall forfeit, as a penalty to City, sixty dollars (\$60.00) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, in which such laborer, worker or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any federal or state law, regarding the wages to be paid to or hours worked by laborers, workers or mechanics, insofar as applicable to the work to be performed hereunder.

Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.

Contractor shall comply with the Wage and Labor Standard Provisions stated above and prevailing wage rates attached hereto and incorporated herein for all purposes as **Attachment H**.

Contractor shall keep records as provided for by section 2258.024 of the Texas Government Code for the duration of the contract and for the records retention period indicated in Section 006-General Terms & Conditions.

#### Workers' Compensation:

##### Definitions:

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Force Majeure.

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



### Incorporation of Attachments.

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

Attachment A – Part One – General Information Form  
Attachment A – Part Two – Experience, Background and Qualifications  
Attachment A – Part Three – Proposed Plan  
Attachment B – Price Schedule  
Attachment C – Contracts Disclosure Form  
Attachment D - Litigation Disclosure Form  
Attachment E – Veteran-Owned Small Business Tracking Form  
Attachment F – Certificate of Interest Form 1295  
Attachment G - Working with COSA  
Attachment H – CJIS Addendum  
Attachment I – Prevailing Wage Rate  
Attachment J– Proposal Checklist

### **006 - GENERAL TERMS & CONDITIONS**

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

#### Delivery of Goods/Services.

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

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

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

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

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

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



same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

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

#### Invoicing and Payment.

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

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

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

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

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

#### Information Required on Invoice.

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

#### Payment by City.

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

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

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

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

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor



are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern. Unless otherwise provided in the Supplemental Terms and Conditions section of this document, all prices shown on the Price Schedule shall remain firm for the duration of the contract. Vendor's price stated on the Price Schedule shall be deemed a maximum price. Vendor may provide a lower price at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

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

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

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

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

#### Termination.

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

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

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

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

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

#### INDEMNIFICATION.

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



**UNDER TEXAS LAW.** In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

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

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

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

#### Records Retention.

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

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

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

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

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



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

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

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

**Non-waiver of Performance.** Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

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

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

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

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

**State Prohibitions on Contracts:**

This section only applies to a contract that:

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

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



proprietorship.

Prohibition on Contracts with Companies Boycotting Israel.

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

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

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

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

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

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

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

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

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

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

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

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

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



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

Entire Agreement. This contract, including City's final electronically posted online version together with its authorizing ordinance and its price schedule(s), addendums, attachments, purchase orders, and exhibits, if any, and Respondent's proposal, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. City's solicitation documents shall control over Respondent's proposal in the event of a conflict. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor. Any addendums issued to the final electronically posted online version of this solicitation shall control in the event of a conflict therewith. Addendums shall be interpreted in order of the date issued, with those issued most recently taking priority.**



**007 - SIGNATURE PAGE**

By submitting a proposal, Respondent represents that:

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

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

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

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

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

**Respondent Information**

Please Print or Type

Vendor ID No.

\_\_\_\_\_

Signer's Name

\_\_\_\_\_

Name of Business

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State, Zip Code

\_\_\_\_\_

Email Address

\_\_\_\_\_

Telephone No.

\_\_\_\_\_

Fax No.

\_\_\_\_\_

City's Solicitation No.

\_\_\_\_\_

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



## 008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

Respondent Name: \_\_\_\_\_

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

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

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

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

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_

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

DUNS NUMBER: \_\_\_\_\_

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

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

☐ Partnership

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

Also, check one: ☐ Domestic ☐ Foreign

☐ Other If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

Job Title: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
List Related Companies:

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_



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

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

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

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

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

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**11. Previous Contracts:**

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

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

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

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

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

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

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

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## REFERENCES

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

### Reference No. 1:

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

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

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

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

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

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

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

\_\_\_\_\_

### Reference No. 2:

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

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

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

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

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

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

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

\_\_\_\_\_

### Reference No. 3:

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

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

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

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

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

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

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

\_\_\_\_\_



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

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

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

1. Provide Respondent's documentation for Texas Department of Licensing and Regulation (TDLR) registration.
2. Has Respondent's firm been in existence for 10 years? Fully describe Respondent's company and experience as it relates to the following:  
History of company (to include number of years/months in business);  
History of company operations and types of services performed over the past ten years;  
History of elevator and escalator preventive maintenance and repair contracts, businesses/organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
3. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
4. Describe length of time Respondent has performed project(s) of similar size and scope, including services in high use public buildings.
5. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
6. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
7. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
8. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
9. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
10. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## RFCSP ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit the following items. Due to the size of the facilities, volume of equipment to be maintained, the need to move large crowds of people during events and the fact that events occur simultaneously at the facilities, Contractors are encouraged to submit plans that address the various locations.

**Elevator and Escalator Preventive Maintenance and Repair Services Plan** – Prepare and submit narrative responses to address the following items.

**1. Ramp Up Plan** – Describe how Respondent will ramp up to meet the City's various locations elevator and escalator preventive maintenance and repair service requirements and implement contract by October 1, 2022. Provide information such as staffing, availability of parts, preventive maintenance and repair services, and customer service. Provide an implementation timeline beginning upon notice of award for Respondent to be able to mobilize by anticipated contract start date of October 1, 2022.

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

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

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

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

**3. Scope of Project** – Describe Respondent's plan to manage elevator and escalator preventive maintenance and repair services for the various City departments. Describe Respondent's current capacity to serve the contractual duties of this contract as well as additional capacity that may be required as a result of this annual contract. If additional resources are needed, describe in detail your plan for acquiring these resources.

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

Describe Respondent's Electronic Diagnostic Tools used to diagnose the issue/problem prior to arriving on-site.

Describe Respondent's plan to ensure maintenance of the elevators and escalators throughout term of the contract. Identify tasks and schedule. Provide written procedures of all maintenance tasks to be performed.



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

Indicate how Respondent distinguishes minor repairs from major repairs.

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

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

**7. Quality Assurance/Quality Control (QA/QC) Plan** – Describe Respondent's current QA/QC Plan to include procedures and personnel utilized for quality control, contract performance deficiencies and problem resolution, self-assessment, interaction with City Staff, and control of subcontractors' performance, if any. Explain how your current procedures meet the needs of your current customers.

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

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

**9. 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 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.

**CONTRACTOR(S) ACCOUNT REPRESENTATIVE:**

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

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

Office Location: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

**SERVICE REQUEST INFORMATION:**

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

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

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



**11. Training Plan** – Describe Respondent's training and instruction programs that Respondent will provide to its employees assigned to perform 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.

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

**13. Maintenance Control Plan** – Contractor shall submit a written detailed Maintenance Control Program (MCP), specifically designed for City's equipment and defining its planned preventive maintenance procedures to facilitate this Agreement's intent and Services for all equipment included under this Agreement. Contractor shall adhere to the MCP, which shall meet the manufacturer recommendations and normal practices of the trade, and the minimum specifications contained herein. A copy of the proposed maintenance plan and schedule shall be submitted for each elevator and escalator system as part of Contractor's plan with its proposal. This schedule shall include maintenance checklists, which shall become the property of the City of San Antonio when completed. The maintenance checklist along with the MCP shall be permanently maintained in each machine room covered by this contract. Describe Respondent Maintenance Control Plan for equipment utilized for providing elevator and escalator preventive maintenance and repair services. Indicate 1) average age, 2) frequency of maintenance, and 3) frequency of replacement for the following equipment to provide elevator and escalator preventive maintenance and repair services:

- (a) Material handling equipment such as moving dollies and hand trucks.
- (b) Moving supplies such as furniture sliders and utility blankets.

**14. Asset Life Cycle Management Program** – Describe Respondent's ability to provide an asset life cycle management program that conducts a full analysis of the current equipment installation and prepares a modernization plan to raise the equipment to modern safety, accessibility, performance, and aesthetics standards. The plan will evaluate investment schedules and constraints to assist the Facilities with managing investment from individual elevator parts through full modernization packages for the lifetime of the building. Sample reports shall be submitted for evaluation. Contractor shall provide the first 3-year plan within ninety (90) days of contract award and annually thereafter.

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

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

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

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

**19. Manufacturer Certification** - Provide a letter from the manufacturer that the contractor is certified to perform the requirements of this solicitation with your proposal response. (See Section 004 – Specifications and Scope of Service, 4.9 PROOF OF LICENSING AND CAPABILITY).

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

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



**RFCSP ATTACHMENT B**

**PRICE SCHEDULE**

<b>ITEM 1 – Elevators</b>				
Elevators	(A) Quantity	Estimated hours for Preventive Maintenance per equipment	(B) Cost per Month	(C) Annual Cost A x B = C
<b>Plaza De Armas</b> Elevator 1, Passenger, Hydraulic Schindler, Decal # 086083, Serial # H3964-01	12		\$	\$
<b>Frank Wing Municipal Courts</b> Elevator 1, Passenger, Hydraulic Dover, Decal # 020333, Serial # E74374	12		\$	\$
<b>Frank Wing Municipal Courts</b> Elevator 2, Freight, Hydraulic Dover, Decal # 020334, Serial # EC6139	12		\$	\$
<b>SAPD – Evidence &amp; Property Room</b> Elevator 1, Passenger, Hydraulic Schindler, Decal # 074564, Serial # HG1161-01	12		\$	\$
<b>SAPD – Evidence &amp; Property Room</b> Elevator 2, Passenger, Hydraulic Dover, Decal # 010138, Serial # E83472	12		\$	\$
<b>SAPD – Police Training Academy</b> Elevator 1, Passenger, Hydraulic Dover, Decal # 014456, Serial # EA0879	12		\$	\$
<b>Municipal Plaza Building</b> Elevator 1, Passenger, Electric Drive MCE, Decal # 059484, Serial # 3100108	12		\$	\$
<b>Municipal Plaza Building</b> Elevator 2, Passenger, Electric Drive MCE, Decal # 050054, Serial # 3100109	12		\$	\$
<b>Municipal Plaza Building</b> Elevator 3, Passenger, Electric Drive MCE, Decal # 058390, Serial # 3100110	12		\$	\$
<b>Northeast Service Center</b> Elevator 1, Passenger, Hydraulic Thyssen Krupp, Decal # 054925, Serial # EN9310	12		\$	\$
<b>City Hall</b> Elevator 1, Passenger, Electric Drive MCE, Decal # 110505, Serial # 3110405	12		\$	\$
<b>City Hall</b> Elevator 2, Passenger, Electric Drive MCE, Decal # 110506, Serial # 3110406	12		\$	\$
<b>Cliff Morton Development Business Center</b> Elevator 1, Passenger, Hydraulic Thyssen Krupp, Decal # 053188, Serial # EN9812	12		\$	\$
<b>Cliff Morton Development Business Center</b> Elevator 2, Passenger, Hydraulic Thyssen Krupp, Decal # 053189, Serial # EN9813	12		\$	\$
<b>Carver Cultural Center</b> Elevator 1, Passenger, Hydraulic Thyssen Krupp, Decal # 051249, Serial EM8781	12		\$	\$
<b>International Center</b> Elevator 1, Passenger, Hydraulic Dover, Decal # 034182, Serial # EG9788	12		\$	\$

<b>International Center</b> Elevator 2, Passenger, Hydraulic Dover, Decal #034183, Serial # EG9789	12		\$	\$
<b>International Center</b> Elevator 3, Freight, Hydraulic Dover, Decal # 034169, Serial # EG9787	12		\$	\$
<b>International Center Riverwalk</b> Elevator 1, Hydraulic Smart Rise, Decal # 87883, Serial # 140321-001-C1	12		\$	\$
<b>Valencia Hotel</b> Elevator 1, Hydraulic Otis, Decal # 44577, Serial # 950212	12		\$	\$
<b>San Antonio Main Library</b> Elevator 1, Passenger, Electric Montgomery, Decal # 035581, Serial # CT78214	12		\$	\$
<b>San Antonio Main Library</b> Elevator 2, Passenger, Electric Montgomery, Decal # 035582, Serial # CT78215	12		\$	\$
<b>San Antonio Main Library</b> Elevator 3, Passenger, Electric Montgomery, Decal # 035579, Serial # CT78212	12		\$	\$
<b>San Antonio Main Library</b> Elevator 4, Passenger, Electric Montgomery, Decal # 035580, Serial # CT78213	12		\$	\$
<b>San Antonio Main Library</b> Elevator 5, Freight, Electric Montgomery, Decal # 035583, Serial # CT78216	12		\$	\$
<b>Landa Branch Library</b> Elevator 1, Passenger, Hydraulic Otis, Decal # 007275, Serial # 453922	12		\$	\$
<b>The Commander's House</b> Elevator 1, Passenger, Hydraulic Dover, Decal # 044539, Serial # E49399	12		\$	\$
<b>Brackenridge Parking Garage</b> Elevator 1, Passenger, Hydraulic Kone, Decal # 071045, Serial # LM859401G01	12		\$	\$
<del><b>Park Police Building #277</b> Elevator 1, Passenger, Hydraulic, Dover, Decal # 19488, Serial # E-90014</del>	<del>12</del>		\$	\$
<b>San Fernando (Leija) GYM</b> Elevator 1, Passenger, Hydraulic, Kone, Decal # 054915, Serial # 27202716	12		\$	\$
<b>Marina - Parking Garage</b> Elevator 1, Passenger, Hydraulic Motion Control, Decal # 059939, Serial # 3115700	12		\$	\$
<b>Houston - Parking Garage</b> Elevator 1, Passenger, Electric Motion Control, Decal # 059480, Serial # 3106792	12		\$	\$
<b>Houston - Parking Garage</b> Elevator 2, Passenger, Electric Motion Control, Decal # 050061, Serial # 3106793	12		\$	\$
<b>Houston - Parking Garage</b> Elevator 3, Passenger, Electric Motion Control, Decal # 062011, Serial # 3106794	12		\$	\$



<b>Library – Parking Garage</b> Elevator 1, Passenger, Hydraulic Montgomery, Decal # 032755, Serial # CP - 82331	12		\$	\$
<b>St. Mary's Parking Garage</b> Elevator 1, Passenger, Electric Thyssen, Decal # 051255, Serial # CM - 1787	12		\$	\$
<b>St. Mary's Parking Garage</b> Elevator 2, Passenger, Electric Thyssen, Decal # 051256, Serial # CM - 1788	12		\$	\$
<b>St. Mary's Parking Garage</b> Elevator 3, Passenger, Electric Thyssen, Decal # 051270, Serial # CM - 1789	12		\$	\$
<b>City Marina</b> Elevator 1, Passenger, Hydraulic Dover, Decal # 014324, Serial # E76017	12		\$	\$
<b>Presa Street Linkage</b> Elevator 1, Passenger, Hydraulic Thyssen, Decal # 051278, Serial # EM7574	12		\$	\$
<b>Riverwalk Trolley Station</b> Elevator 1, Passenger, Hydraulic Dover, Decal # 040239, Serial # EJ2721	12		\$	\$
<b>Riverwalk</b> Elevator 1, Passenger, Hydraulic MCE, Decal # 050017, Serial # 3051083	12		\$	\$
<b>Crockett Street Clock Tower</b> Elevator 1, Passenger, Hydraulic CEMCO, Decal # 049870, Serial # BA70661	12		\$	\$
<b>Farmer's Market Plaza</b> Elevator 1, Passenger, Hydraulic Dover, Decal # 0358599, Serial # FJ-4273	12		\$	\$
<b>Centro De Artes</b> Elevator 1, Passenger, Hydraulic Thyssen Krupp, Decal # 64700, Serial # EP6645	12		\$	\$
<b>Centro De Artes</b> Elevator 2, Passenger, Hydraulic Thyssen Krupp, Decal # 64699, Serial # EP6646	12		\$	\$
<b>La Villita – Bolivar Hall</b> Elevator 1, Passenger, Hydraulic Elevator Control, Decal # 15550, Serial # 13025	12		\$	\$
<b>Public Safety Headquarters</b> Elevator 1, Passenger, Electric Drive Thyssen Krupp, Decal #082380 , Serial # CAZ555	12		\$	\$
<b>Public Safety Headquarters</b> Elevator 2, Passenger, Electric Drive Thyssen Krupp, Decal # 082381, Serial # CAZ549	12		\$	\$
<b>Public Safety Headquarters</b> Elevator 3, Passenger, Electric Drive Thyssen Krupp, Decal # 082382, Serial # CAZ550	12		\$	\$
<b>Public Safety Headquarters</b> Elevator 4, Passenger, Electric Drive Thyssen Krupp, Decal # 082383, Serial # CAZ551	12		\$	\$
<b>Public Safety Headquarters</b> Elevator 5, Passenger, Electric Drive Thyssen Krupp, Decal # 082384, Serial # CAZ552	12		\$	\$
<b>Public Safety Headquarters</b> Elevator 6, Passenger, Electric Drive Thyssen Krupp, Decal #082385, Serial # CAZ553	12		\$	\$
<b>Public Safety Headquarters</b> Elevator 7, Passenger, Electric Drive Thyssen Krupp, Decal # 082386, Serial # CAZ554	12		\$	\$
<b>Fire Department Services Division</b> Elevator 1, Passenger, Hydraulic	12			

Thyssen Krupp, Decal # 083727, Serial# EBC612			\$	\$
<b>City Tower Parking Garage</b> Elevator 1, Passenger, Electric Drive Thyssen Krupp, Decal #54930, Serial #BP-8650	12		\$	\$
<b>City Tower Parking Garage</b> Elevator 2, Passenger, Electric Drive Thyssen Krupp, Decal #54964, Serial #BP-8559	12		\$	\$
<b>City Tower Parking Garage</b> Elevator 3, Passenger, Electric Drive Thyssen Krupp, Decal #54994, Serial #BP-8558	12		\$	\$
<b>City Tower Building</b> Elevator 1, Passenger, Electric Drive Thyssen Krupp, Decal #86899, Serial #BBY575	12		\$	\$
<b>City Tower Building</b> Elevator 2, Passenger, Electric Drive Thyssen Krupp, Decal #86868, Serial #BBY576	12		\$	\$
<b>City Tower Building</b> Elevator 3, Passenger, Electric Drive Thyssen Krupp, Decal #86886, Serial #BBY577	12		\$	\$
<b>City Tower Building</b> Elevator 4, Passenger, Electric Drive Thyssen Krupp, Decal #90322, Serial #BBY578	12		\$	\$
<b>City Tower Building</b> Elevator 5, Passenger, Electric Drive Thyssen Krupp, Decal #86884, Serial #BBY579	12		\$	\$
<b>City Tower Building</b> Elevator 6, Passenger, Electric Drive Thyssen Krupp, Decal #86893, Serial #BBY580	12		\$	\$
<b>City Tower Building</b> Elevator 7, Passenger, Electric Drive Thyssen Krupp, Decal #86885, Serial #BBY581	12		\$	\$
<b>City Tower Building</b> Elevator 8, Freight, Electric Drive Thyssen Krupp, Decal #90327, Serial #BBY582	12		\$	\$
<b>City Tower Building</b> Trash/Recycling #1, Hydraulic ESCO, Decal #7945, Serial #C-3745	12		\$	\$
<b>City Tower Building</b> Trash/Recycling #2, Hydraulic ESCO, Decal #7946, Serial #C-3746	12		\$	\$
<b>Ella Austin Community Center</b> SMARTRISE Hydraulic Passenger Elevator	1		\$	\$
<b>Subtotal Elevators</b>			\$	\$
<b>TOTAL: ELEVATORS</b>			\$	\$



ITEM 2	ESCALATORS			
Escalators	(A) Quantity	Estimated hours for Preventive Maintenance per equipment	(B) Cost per Month	(C) Annual Cost A x B = C
<b>Central Library</b> Escalator 1, Electric Montgomery, Decal # 035578, Serial # CE78211	12		\$	\$
<b>Central Library</b> Escalator 2, Electric Montgomery, Decal # 035577, Serial # CE78210	12		\$	\$
<b>Central Library</b> Escalator 3, Electric Montgomery, Decal # 035575, Serial # CE78208	12		\$	\$
<b>Central Library</b> Escalator 4, Electric Montgomery, Decal # 035576, Serial # CE78209	12		\$	\$
<b>City Tower Building</b> Escalator 1, Electric OTIS, Decal #7951, Serial #344488	12		\$	\$
<b>City Tower Building</b> Escalator 2, Electric OTIS, Decal #7952, Serial #344487	12		\$	\$
<b>Subtotal Escalators</b>			\$ _____	\$ _____
<b>TOTAL: ESCALATORS</b>			\$ _____	\$ _____

ITEM 3	Non-Covered Repairs			
Description	Estimated Annual Quantity	UOM	Price Per UOM	Extended Total Price
	(A)		(B)	(A) x (B) = (C)
<b>3A. Non-Covered Repairs – Mechanic Normal Working Hours (Hourly Rate)</b>	300	HR	\$	\$
<b>3B. Non-Covered Repairs – Mechanic Helper Normal Working Hours (Hourly Rate)</b>	300	HR	\$	\$
<b>3C. Non-Covered Repairs – Mechanic Overtime Working Hours (Hourly Rate)</b>	300	HR	\$	\$
<b>3D. Non-Covered Repairs – Mechanic Helper Overtime Working Hours (Hourly Rate)</b>	300	HR	\$	\$
<b>TOTAL Non-Covered Repairs</b>				\$

ITEM 4		Event Standby Services			
Description		Estimated Annual Quantity	UO M	Price Per UOM	Extended Total Price
		(A)		(B)	(A) x (B) = (C)
<b>4A. Event Standby Services - Mechanic Normal Working Hours (Hourly Rate)</b>		150	HR	\$	\$
<b>4B. Event Standby Services – Mechanic Helper Normal Working Hours (Hourly Rate)</b>		5	HR	\$	\$
<b>4C. Event Standby Services – Mechanic Overtime Working Hours (Hourly Rate)</b>		50	HR	\$	\$
<b>4D. Event Standby Services – Mechanic Helper Overtime Working Hours (Hourly Rate)</b>		5	HR	\$	\$
<b>TOTAL</b> Event Standby Services					\$

ITEM 5		PARTS REQUIRED FOR OTHER SERVICES	
Contractor's markup percentage over contractor's cost			%

ITEM 6 MONTHLY PHONE MONITORING SERVICES				
Elevators		(A) Quantity	(B) Cost per Month	(C) Annual Cost A x B = C
<b>Plaza De Armas</b> Elevator 1, Passenger, Hydraulic Schindler, Decal # 086083, Serial # H3964-01		12	\$	\$
<b>Frank Wing Municipal Courts</b> Elevator 1, Passenger, Hydraulic Dover, Decal # 020333, Serial # E74374		12	\$	\$
<b>Frank Wing Municipal Courts</b> Elevator 2, Freight, Hydraulic Dover, Decal # 020334, Serial # EC6139		12	\$	\$
<b>SAPD – Evidence &amp; Property Room</b> Elevator 1, Passenger, Hydraulic Schindler, Decal # 074564, Serial # HG1161-01		12	\$	\$
<b>SAPD – Evidence &amp; Property Room</b> Elevator 2, Passenger, Hydraulic Dover, Decal # 010138, Serial # E83472		12	\$	\$
<b>SAPD – Police Training Academy</b> Elevator 1, Passenger, Hydraulic Dover, Decal # 014456, Serial # EA0879		12	\$	\$
<b>Northeast Service Center</b> Elevator 1, Passenger, Hydraulic Thyssen Krupp, Decal # 054925, Serial # EN9310		12	\$	\$



<b>City Hall</b> Elevator 1, Passenger, Electric Drive MCE, Decal # 110505, Serial # 3110405	12	\$	\$
<b>City Hall</b> Elevator 2, Passenger, Electric Drive MCE, Decal # 110506, Serial # 3110406	12	\$	\$
<b>Cliff Morton Development Business Center</b> Elevator 1, Passenger, Hydraulic Thyssen Krupp, Decal # 053188, Serial # EN9812	12	\$	\$
<b>Cliff Morton Development Business Center</b> Elevator 2, Passenger, Hydraulic Thyssen Krupp, Decal # 053189, Serial # EN9813	12	\$	\$
<b>Carver Cultural Center</b> Elevator 1, Passenger, Hydraulic Thyssen Krupp, Decal # 051249, Serial EM8781	12	\$	\$
<b>International Center</b> Elevator 1, Passenger, Hydraulic Dover, Decal # 034182, Serial # EG9788	12	\$	\$
<b>International Center</b> Elevator 2, Passenger, Hydraulic Dover, Decal #034183, Serial # EG9789	12	\$	\$
<b>International Center</b> Elevator 3, Freight, Hydraulic Dover, Decal # 034169, Serial # EG9787	12	\$	\$
<b>International Center Riverwalk</b> Elevator 1, Hydraulic Smart Rise, Decal # 87883, Serial # 140321-001-C1	12	\$	\$
<b>Valencia Hotel</b> Elevator 1, Hydraulic Otis, Decal # 44577, Serial # 950212	12	\$	\$
<b>San Antonio Main Library</b> Elevator 1, Passenger, Electric Montgomery, Decal # 035581, Serial # CT78214	12	\$	\$
<b>San Antonio Main Library</b> Elevator 2, Passenger, Electric Montgomery, Decal # 035582, Serial # CT78215	12	\$	\$
<b>San Antonio Main Library</b> Elevator 3, Passenger, Electric Montgomery, Decal # 035579, Serial # CT78212	12	\$	\$
<b>San Antonio Main Library</b> Elevator 4, Passenger, Electric Montgomery, Decal # 035580, Serial # CT78213	12	\$	\$
<b>San Antonio Main Library</b> Elevator 5, Freight, Electric Montgomery, Decal # 035583, Serial # CT78216	12	\$	\$
<b>Landa Branch Library</b> Elevator 1, Passenger, Hydraulic Otis, Decal # 007275, Serial # 453922	12	\$	\$
<b>The Commander's House</b> Elevator 1, Passenger, Hydraulic Dover, Decal # 44539, Serial # E49399	12	\$	\$
<b>Brackenridge Parking Garage</b> Elevator 1, Passenger, Hydraulic Kone, Decal # 71045, Serial # LM859401G01	12	\$	\$
<b>Park Police Building #277</b> Elevator 1, Passenger, Hydraulic, Dover, Decal # 19488, Serial # E-90014	12	\$	\$
<b>San Fernando (Leija) GYM</b> Elevator 1, Passenger, Hydraulic,	12		

Kone, Decal # 054915, Serial # 27202716		\$	\$
<b>Marina - Parking Garage</b> Elevator 1, Passenger, Hydraulic Motion Control, Decal # 059939, Serial # 3115700	12	\$	\$
<b>Houston - Parking Garage</b> Elevator 1, Passenger, Electric Motion Control, Decal # 059480, Serial # 3106792	12	\$	\$
<b>Houston - Parking Garage</b> Elevator 2, Passenger, Electric Motion Control, Decal # 050061, Serial # 3106793	12	\$	\$
<b>Houston - Parking Garage</b> Elevator 3, Passenger, Electric Motion Control, Decal # 062011, Serial # 3106794	12	\$	\$



<b>Library – Parking Garage</b> Elevator 1, Passenger, Hydraulic Montgomery, Decal # 032755, Serial # CP - 82331	12	\$	\$
<b>St. Mary's Parking Garage</b> Elevator 1, Passenger, Electric Thyssen, Decal # 051255, Serial # CM - 1787	12	\$	\$
<b>St. Mary's Parking Garage</b> Elevator 2, Passenger, Electric Thyssen, Decal # 051256, Serial # CM - 1788	12	\$	\$
<b>St. Mary's Parking Garage</b> Elevator 3, Passenger, Electric Thyssen, Decal # 051270, Serial # CM - 1789	12	\$	\$
<b>City Marina</b> Elevator 1, Passenger, Hydraulic Dover, Decal # 014324, Serial # E76017	12	\$	\$
<b>Presa Street Linkage</b> Elevator 1, Passenger, Hydraulic Thyssen, Decal # 051278, Serial # EM7574	12	\$	\$
<b>Riverwalk Trolley Station</b> Elevator 1, Passenger, Hydraulic Dover, Decal # 040239, Serial # EJ2721	12	\$	\$
<b>Riverwalk</b> Elevator 1, Passenger, Hydraulic MCE, Decal # 050017, Serial # 3051083	12	\$	\$
<b>Crockett Street Clock Tower</b> Elevator 1, Passenger, Hydraulic CEMCO, Decal # 049870, Serial # BA70661	12	\$	\$
<b>Farmer's Market Plaza</b> Elevator 1, Passenger, Hydraulic Dover, Decal # 0358599, Serial # FJ-4273	12	\$	\$
<b>Centro De Artes</b> Elevator 1, Passenger, Hydraulic Thyssen Krupp, Decal # 64700, Serial # EP6645	12	\$	\$
<b>Centro De Artes</b> Elevator 2, Passenger, Hydraulic Thyssen Krupp, Decal # 64699, Serial # EP6646	12	\$	\$
<b>La Villita – Bolivar Hall</b> Elevator 1, Passenger, Hydraulic Elevator Control, Decal # 15550, Serial # 13025	12	\$	\$
<b>Public Safety Headquarters</b> Elevator 1, Passenger, Electric Drive Thyssen Krupp, Decal #082380, Serial # CAZ555	12	\$	\$
<b>Public Safety Headquarters</b> Elevator 2, Passenger, Electric Drive Thyssen Krupp, Decal # 082381, Serial # CAZ549	12	\$	\$
<b>Public Safety Headquarters</b> Elevator 3, Passenger, Electric Drive Thyssen Krupp, Decal # 082382, Serial # CAZ550	12	\$	\$
<b>Public Safety Headquarters</b> Elevator 4, Passenger, Electric Drive Thyssen Krupp, Decal # 082383, Serial # CAZ551	12	\$	\$
<b>Public Safety Headquarters</b> Elevator 5, Passenger, Electric Drive Thyssen Krupp, Decal # 082384, Serial # CAZ552	12	\$	\$
<b>Public Safety Headquarters</b> Elevator 6, Passenger, Electric Drive Thyssen Krupp, Decal #082385, Serial # CAZ553	12	\$	\$
<b>Public Safety Headquarters</b> Elevator 7, Passenger, Electric Drive Thyssen Krupp, Decal # 082386, Serial # CAZ554	12	\$	\$
<b>Fire Department Services Division</b> Elevator 1, Passenger, Hydraulic	12		

Thyssen Krupp, Decal # 083727, Serial# EBC612		\$	\$
<b>City Tower Parking Garage</b> Elevator 1, Passenger, Electric Drive Thyssen Krupp, Decal #54930, Serial #BP-8650	12	\$	\$
<b>City Tower Parking Garage</b> Elevator 2, Passenger, Electric Drive Thyssen Krupp, Decal #54964, Serial #BP-8559	12	\$	\$
<b>City Tower Parking Garage</b> Elevator 3, Passenger, Electric Drive Thyssen Krupp, Decal #54994, Serial #BP-8558	12	\$	\$
<b>City Tower Building</b> Elevator 1, Passenger, Electric Drive Thyssen Krupp, Decal #86899, Serial #BBY575	12	\$	\$
<b>City Tower Building</b> Elevator 2, Passenger, Electric Drive Thyssen Krupp, Decal #86868, Serial #BBY576	12	\$	\$
<b>City Tower Building</b> Elevator 3, Passenger, Electric Drive Thyssen Krupp, Decal #86886, Serial #BBY577	12	\$	\$
<b>City Tower Building</b> Elevator 4, Passenger, Electric Drive Thyssen Krupp, Decal #90322, Serial #BBY578	12	\$	\$
<b>City Tower Building</b> Elevator 5, Passenger, Electric Drive Thyssen Krupp, Decal #86884, Serial #BBY579	12	\$	\$
<b>City Tower Building</b> Elevator 6, Passenger, Electric Drive Thyssen Krupp, Decal #86893, Serial #BBY580	12	\$	\$
<b>City Tower Building</b> Elevator 7, Passenger, Electric Drive Thyssen Krupp, Decal #86885, Serial #BBY581	12	\$	\$
<b>City Tower Building</b> Elevator 8, Freight, Electric Drive Thyssen Krupp, Decal #90327, Serial #BBY582	12	\$	\$
<b>City Tower Building</b> Trash/Recycling #1, Hydraulic ESCO, Decal #7945, Serial #C-3745	12	\$	\$
<b>City Tower Building</b> Trash/Recycling #2, Hydraulic ESCO, Decal #7946, Serial #C-3746	12	\$	\$
<b>Total</b>			\$

\*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.\*

**Prices will remain firm for the duration of the contract and any renewals.**

**Payment Terms: Prompt payment discount \_\_\_\_\_ % \_\_\_\_\_ days (if no discount is offered, net 30 will apply).**



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

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

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

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

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, 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 separately from this solicitation.**

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

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

(Posted as separate document)

## RFCSP 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, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

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

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

**Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. RFX 6100012553, or RFCSP 6100012553).**

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

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

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

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

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

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

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



## RFCSP ATTACHMENT G

### 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.

#### ***By Mail:***

City of San Antonio  
Finance Department / Accounts Payable  
P.O. Box 839976  
San Antonio, TX 78283-3976

#### ***By Delivery service:***

City of San Antonio  
Finance Department / Accounts Payable  
111 Soledad, 4<sup>th</sup> Floor  
San Antonio, TX 78205

***By 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](mailto:Accounts.Payable@sanantonio.gov)

Original, first time submission invoices only

[apteam@sanantonio.gov](mailto: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](mailto: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 H**

**CRIMINAL JUSTICE INFORMATION SERVICES ADDENDUM**

(posted as a separate document)

RFCSP ATTACHMENT I

PREVAILING WAGE RATE

"General Decision Number: TX20210231 07/09/2021

Superseded General Decision Number: TX20200231

State: Texas

Construction Type: Building

County: Bexar County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number Publication Date

0 01/01/2021

1 03/12/2021

2 05/07/2021

3 07/09/2021

ASBE0087-014 03/02/2020

Rates Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR (Duct, Pipe and

Mechanical System Insulation)....\$ 23.97 10.79

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BOIL0074-003 01/01/2017

Rates Fringes

BOILERMAKER.....\$ 28.00 22.35

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ELEC0060-003 07/27/2020

Rates Fringes

ELECTRICIAN (Communication

Technician Only).....\$ 29.60 15%+5.45

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ELEC0060-004 07/27/2020

Rates Fringes

ELECTRICIAN (Excludes Low



Voltage Wiring).....\$ 29.60 18%+5.45

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ELEV0081-001 01/01/2021

Rates Fringes

ELEVATOR MECHANIC.....\$ 43.31 36.365

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

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ENGI0450-002 04/01/2014

Rates Fringes

POWER EQUIPMENT OPERATOR

Cranes.....\$ 34.85 9.85

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IRON0066-013 06/01/2020

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 23.45 6.83

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IRON0084-011 06/01/2020

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 25.26 7.13

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PLUM0142-009 07/01/2020

Rates Fringes

HVAC MECHANIC (HVAC

Electrical Temperature

Control Installation Only).....\$ 30.25 13.36

HVAC MECHANIC (HVAC Unit

Installation Only).....\$ 30.25 13.36

PIPEFITTER (Including HVAC

Pipe Installation).....\$ 31.90 13.76

Including HVAC Pipe Installation

PLUMBER (Excludes HVAC Pipe

Installation).....\$ 31.90 13.76

Excludes HVAC Pipe Installation

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SFTX0669-002 04/01/2021

Rates Fringes

SPRINKLER FITTER (Fire

Sprinklers).....\$ 31.68 22.50

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SHEE0067-004 04/01/2021

Rates Fringes

Sheet metal worker

Excludes HVAC Duct

Installation.....\$ 27.58 15.76

HVAC Duct Installation Only.\$ 27.58 15.76

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SUTX2014-006 07/21/2014

Rates Fringes

BRICKLAYER.....\$ 22.15 0.00

CARPENTER (Acoustical Ceiling

Installation Only).....\$ 17.83 0.00

CARPENTER (Form Work Only).....\$ 13.63 0.00

CARPENTER, Excludes

Acoustical Ceiling

Installation, Drywall  
 Hanging, Form Work, and Metal  
 Stud Installation.....\$ 16.86 4.17  
 CAULKER.....\$ 15.00 0.00  
 CEMENT MASON/CONCRETE FINISHER...\$ 22.27 5.30  
 DRYWALL FINISHER/TAPER.....\$ 13.81 0.00  
 DRYWALL HANGER AND METAL STUD  
 INSTALLER.....\$ 15.18 0.00  
 ELECTRICIAN (Low Voltage  
 Wiring Only).....\$ 20.39 3.04  
 IRONWORKER, REINFORCING.....\$ 12.27 0.00  
 LABORER: Common or General.....\$ 10.75 0.00  
 LABORER: Mason Tender - Brick...\$ 11.88 0.00  
 LABORER: Mason Tender -  
 Cement/Concrete.....\$ 12.00 0.00  
 LABORER: Pipelayer.....\$ 11.00 0.00  
 LABORER: Roof Tearoff.....\$ 11.28 0.00  
 LABORER: Landscape and  
 Irrigation.....\$ 8.00 0.00  
 OPERATOR:  
 Backhoe/Excavator/Trackhoe.....\$ 15.98 0.00  
 OPERATOR: Bobcat/Skid  
 Steer/Skid Loader.....\$ 14.00 0.00  
 OPERATOR: Bulldozer.....\$ 14.00 0.00  
 OPERATOR: Drill.....\$ 14.50 0.00  
 OPERATOR: Forklift.....\$ 12.50 0.00  
 OPERATOR: Grader/Blade.....\$ 23.00 5.07  
 OPERATOR: Loader.....\$ 12.79 0.00  
 OPERATOR: Mechanic.....\$ 18.75 5.12  
 OPERATOR: Paver (Asphalt,  
 Aggregate, and Concrete).....\$ 16.03 0.00  
 OPERATOR: Roller.....\$ 12.00 0.00  
 PAINTER (Brush, Roller and  
 Spray), Excludes Drywall  
 Finishing/Taping.....\$ 13.07 0.00  
 ROOFER.....\$ 12.00 0.00  
 TILE FINISHER.....\$ 11.32 0.00  
 TILE SETTER.....\$ 14.94 0.00  
 TRUCK DRIVER: Dump Truck.....\$ 12.39 1.18  
 TRUCK DRIVER: Flatbed Truck.....\$ 19.65 8.57  
 TRUCK DRIVER: Semi-Trailer  
 Truck.....\$ 12.50 0.00  
 TRUCK DRIVER: Water Truck.....\$ 12.00 4.11

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 WELDERS - Receive rate prescribed for craft performing  
 operation to which welding is incidental.

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
 for Federal Contractors applies to all contracts subject to the  
 Davis-Bacon Act for which the contract is awarded (and any  
 solicitation was issued) on or after January 1, 2017. If this  
 contract is covered by the EO, the contractor must provide  
 employees with 1 hour of paid sick leave for every 30 hours  
 they work, up to 56 hours of paid sick leave each year.  
 Employees must be permitted to use paid sick leave for their  
 own illness, injury or other health-related needs, including  
 preventive care; to assist a family member (or person who is  
 like family to the employee) who is ill, injured, or has other  
 health-related needs, including preventive care; or for reasons  
 resulting from, or to assist a family member (or person who is



like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts). Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.  
A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
  - \* a survey underlying a wage determination
  - \* a Wage and Hour Division letter setting forth a position on a wage determination matter
  - \* a conformance (additional classification and rate) ruling
- On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION"



## RFCSP ATTACHMENT J

### PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and Three (3) Reference Letters RFCSP Attachment A Part One	
Experience, Background & Qualifications RFCSP Attachment A Part Two	
Proposed Plan RFCSP Attachment A Part Three	
Price Schedule RFCSP Attachment B	
* Contracts Disclosure Form RFCSP Attachment C	
Litigation Disclosure Form RFCSP Attachment D	
Veteran-Owned Small Business Preference Program Tracking Form RFCSP Attachment E	
+Certificate of Interested Parties (Form 1295) RFCSP Attachment F	
Criminal Justice Information Services Addendum RFCSP Attachment H	
+Proposal Bond	
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 J	
+ Addendum, if any	
One <b>COMPLETE</b> electronic copy	

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

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

## 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

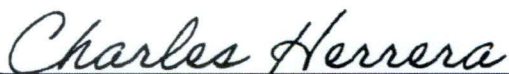
to the best of his/her knowledge, all information is true and correct.

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.	41014281
Signer's Name	Charles Herrera
Name of Business	EMR Elevator, Inc.
Street Address	100 Ezell Dr.
City, State, Zip Code	DeSoto, TX 75115
Email Address	charlie.herrera@emrelevator.com
Telephone No.	817-701-2400
Fax No.	817-701-2404
City's Solicitation No.	



Signature of Person Authorized to Sign Proposal